

Request for Proposals



King County

Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

Advertised Date: June 23, 2005

RFP Title: Security Personnel
RFP Number: RFP 05-031 PR
Due Date: July 21, 2005 2:00 P.M.
Buyer: Paul Russell, paul.russell@metrokc.gov, 206-684-1054

Proposals are hereby solicited and will **ONLY** be received by:
King County Procurement Services Section
Exchange Building, 8th Floor
M/S EXE-ES-0871
821 Second Avenue
Seattle, WA 98104-1598
Office Hours: 8:00 a.m. - 5:00 p.m.
Monday - Friday

Contract Number: _____

Federal Tax ID: _____

Amount: _____

Duration: _____

Services Provided: _____

Contractor: _____

Requesting Dept.: _____

Fund Source: _____

To: _____

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

CONTRACT

THIS CONTRACT, made this _____ Day of _____, 2005, by and between King County, Washington, (hereinafter "County") and _____ (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the County has caused Contract documents for:

Contract No.: _____

Contract Title: Security Personnel

to be prepared for certain Work as described therein; and

WHEREAS, the Contractor has assured the County that it has the specialized expertise and experience necessary to properly Provide the goods and Services in a timely manner and that its Proposal includes all of the functions and features required for the goods and Services; and

WHEREAS, the County has accepted the Contractor's offer to Provide the goods and Services in accordance with the Contract's terms, Specifications and Proposal documents;

WHEREAS, by executing this Contract, the Contractor represents that the waiver of the Contractor's immunity under industrial insurance, Title 51 RCW, as set forth in the Contract documents was mutually negotiated by the parties;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the goods and Services at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the County agrees to pay the Contractor the Contract price Provided herein for the supply of the goods and Services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the following exhibit parts each of which is attached hereto and by this reference made a part hereof in the following order of precedence; **[1]** Contract Amendments; **[2]** the Contract Document which includes: Definition of Words and Terms, Standard Contractual Terms and Conditions, Specific Contractual Terms and Conditions, Insurance Requirements, Scope of Work, Attachments, Contractor Registration Form, B) Contract Price, C) Domestic Partners Benefits "Declaration" Form, D) Personnel Inventory Report, E) Affidavit and Certificate of Compliance, N) 504/ADA Assurance of Compliance, O) Contractor's Insurance Forms, and **[3]** RFP Addenda; **[4]** Request for Proposals; **[5]** Best and Final Offer; **[6]** the proposal

COMPANY NAME: _____

ACCEPTED BY: _____

KING COUNTY APPROVED BY: _____

Authorized signature

Authorized Signature

Name and Title (Print or Type)

Name and Title (Print or Type)

DATE ACCEPTED: _____

DATE APPROVED: _____

EXHIBIT A – PROPOSAL PRICING

RFP NO: 05-031 PR

TITLE: Security Personnel

NAME OF BIDDER:

We acknowledge that **Addenda numbered** **to** have been delivered to us and have been examined as part of the Contract documents.

We acknowledge that attaching our terms or modifying the ITB terms may result in our bid being rejected.

1. The entire work will be awarded to one Contractor
2. the Proposer must bid on all items
3. Award is based on guidelines in Section 2.

ITEM	EST HRs	DESCRIPTION	HR RATE	% PAID TO STAFF		% Overhead
				% Direct to Staff	% * Fringe to Staff	
SECURITY GUARDS						
1a	50,000	Regular Time				
1b	2,000	Over Time				
CCTV MONITORS						
2a	10,000	Regular Time				
2b	1,000	Over Time				
				Should add to 100%		

* Fringe (i.e. Medical – FICA)

EXHIBIT B – REGISTRATION

Internal Revenue Service (IRS) Reporting Requirements:

Check one:

- ☐ Corporation ☐ Partnership ☐ Sole Proprietor
☐ Other (please specify) _____

Identify:

State of Incorporation: _____ Dun and Bradstreet Number: _____
(Required for all federally funded procurements)

Provide one:

Federal Tax Number: _____ Social Security Number: _____

What is the official name registered with the IRS for this number? _____

Identify:

UBI Number: _____ Business License Number: _____

Prompt payment discount offered:

Percentage: _____ Days: _____ Standard payment is net 30 days. Evaluation Will be at the discounted prices if the time for the discount is not less than 20 days.

Bidder Identification:

- ☐ Check if firm submitting Bid is a DBE certified by Washington State Office of Minority and Women's Business Enterprises.
- ☐ Check here if the firm submitting this bid is a King County certified Small Economically Disadvantaged Business (SEDB).

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DEFINITION OF WORDS AND TERMS

Words and terms Shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms Shall have the meanings indicated. The meanings Shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance: Formal action of the County in determining that the Contractor's Work has been completed in accordance with the Contract.

Act of Nature: A cataclysmic phenomenon of nature, such as an earthquake, flood or cyclone.

Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the Contract documents issued by the County during the Proposal period and prior to the date and time established for submittal of Proposals.

Best and Final Offer: Best and Final Offer Shall consist of the Proposer's revised Proposal, the supplemental information and the Proposer's Best and Final Offer. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last Will govern.

Buyer: Individual designated by King County to conduct the Contract solicitation process, draft and negotiate contracts, resolve contractual issues and support the Project Manager during Contract performance.

Change Order: Written order issued by the County, with or without notice to sureties, making changes in the Work within the scope of this Contract.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the County and the Contractor for completion of the Services or Work under the Contract as set forth on Page i of this document.

Contract Administrator: The individual designated by the County to administer the Contract and be the Contractor's primary point of contact. The Contract administrator Will approve orders, receipts, invoices and document the Contractor's performance. This Person may be the Project Manager.

Contract Price: Amount payable to the Contractor under the terms and conditions of the Contract for the satisfactory performance of the Services under the Contract.

Contract Period: The period of time during which the Contractor Shall perform the Services or Work under the Contract.

Contract Time: Number of calendar Days and/or the intermediate and final completion dates stated in the Contract documents for the completion of the Work specified herein.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint venturers, Contracting with the County for the performance of Services or Work under the Contract.

Contractor's Representative: The individual designated in writing by the Contractor to act on its behalf under this Contract.

Cost Analysis: The review and evaluation of the separate cost elements and proposed profit of the Vendor's/Contractor's cost or pricing data. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which the proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

Criteria, Evaluation Criteria or Evaluation Factors: The elements cited in the RFP that the County Will examine to determine the Proposers understanding of the requirements; technical, business and management approach; key Personnel; qualification and experience of the Proposer; potential for successfully accomplishing the Contract; risk allocation and the probable cost to the County.

Day: Calendar Day.

Executive: King County Executive

Month: The period commencing on the first Day of a calendar Month and ending on the first Day of the next succeeding calendar Month.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: The process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit.

Project Manager: The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration. This Contract may be part of a larger County project.

Proposal Evaluation Team (PET): Team of people appointed by the County to evaluate the Proposals, conduct discussions, call for Best and Final Offers, score the Proposals and make recommendations.

Proposer: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a Proposal to perform the Work.

Proposer's Representative: The individual designated in writing by the Proposer to act on its behalf under this Contract.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

RFP: Request for Proposals. Also known as the solicitation document.

Reference Documents: Reports, Specifications, and drawings which are available to Proposers for information and reference in preparing Proposals but not as part of this Contract.

Services: The furnishing of labor, time or effort by a Contractor, not involving the delivery of any specific end product. Work performed to meet a demand, especially Work not connected with a manufacturing process.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or the County, as applicable, and means that the Contractor or the County, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Specifications or Technical Specifications: A Section of the Request for Proposals consisting of written descriptions of Services to be performed or of the technical requirements to be fulfilled under this Contract.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Submittals: Information which is submitted to the Project Manager in accordance with the Technical Specifications.

Subsection: For reference or citation purposes, Subsection Shall refer to the paragraph, or paragraphs, called out by part, section and alphanumeric designator

Work: Everything to be done and Provided for the fulfillment of the Contract.

1 SECTION - PROPOSAL PREPARATION

1.1 Introduction

These specifications detail the conditions and standard operating procedures governing the Contractor's responsibilities for providing security personnel for King County Metro Transit, other King County governmental entities and other Governmental agencies.

1.2 Proposal Submission

Proposals Shall contain all required attachments and information, be sealed and submitted to King County (hereinafter "County"), Procurement and Contract Services Section, Mailstop EXC-FI-0871, Eighth Floor, Exchange Building, 821 Second Avenue, Seattle, Washington 98104-1598 no later than 2:00 PM Seattle time on [Proposal Submittal Date](#) .

The County reserves the right to request oral interviews, additional information, site visits, or any other type of clarification of Proposal information it deems necessary to evaluate Proposals.

1.3 Proposal Signature

Each Proposal Shall be signed by the Proposer or the Proposer's authorized representative and include the Proposer's address. If the Proposal is made by an individual, the name, signature and post office address must be shown; if made by a partnership or joint venture, the name and post office address of the partnership or joint venture and the signature of at least one of the general partners or authorized joint venture partners must be shown; if made by a corporation, the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the Person who signs on behalf of the corporation must be shown.

1.4 Addenda

Each Proposal Response Form, Attachment A, Shall include acknowledgment of receipt and review of all Addenda issued during the Proposal period.

1.5 Schedule

<u>Day/Month/Year</u>	<u>Event</u>
June 23, 2005	Public announcement of Request for Proposals
July 11, 2005	Last questions due, in writing, per Subsection 1-7
July 13, 2005	Proposals due
July 18, 2005	Evaluation/Negotiation of Proposals begins.

During evaluations/negotiations, firms with Proposals judged unacceptable Will be notified that they Will not be considered further.

*NOTE: Dates preceded by an asterisk are estimated dates. Estimated dates are for information only.

1.6 Inquiries

Inquiries concerning the procurement process Shall be directed to [Paul Russell](#) at e-mail address: paul.russell@metrokc.gov or at phone number (206) 684-1054 or FAX number (206) 684-1470 or in writing to the County's Procurement & Contract Services Section, Eighth floor, Exchange Building, Mailstop EXC-FI-0871, 821 Second Avenue, Seattle, Washington 98104-1598.

Communications concerning this procurement, with other than the listed County staff may cause the firm to be subject to disqualification by the Manager of Procurement Services or designee.

1.7 Interpretation of Proposal and Contract Documents

No oral interpretations as to the meaning of the RFP Will be made to any Proposer. Requests for a written interpretation Shall be made in writing and delivered or faxed to the Buyer at the County's Procurement Services Division at the address indicated in Section 1-6 at least ten (10) Days before the date established for submitting Proposals. Any interpretation deemed necessary by the County Will be in the form of an addendum to the RFP and when issued Will be delivered as promptly as is practicable to all parties to whom the RFP has been issued. All Addenda Shall become part of the RFP and any subsequently awarded Contract. Proposers Shall not rely upon any oral statements or conversations, whether at the pre-proposal conference, if any, or otherwise, they may have with County employees or third parties regarding the RFP.

1.8 Examination of Proposal and Contract Documents

The submission of a Proposal Shall constitute an acknowledgment upon which the County may rely that the Proposer has thoroughly examined and is familiar with the RFP, including any Work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and Services to be Provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, Work sites, statutes, regulations, ordinances or resolutions Shall in no way relieve the Proposer from any obligations with respect to it's Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation Will be allowed which is based upon a lack of knowledge or misunderstanding of this RFP, Work sites, statutes, regulations, ordinances or resolutions.

1.9 Cost of Proposals

The County is not liable for any costs incurred by Proposers in the preparation, presentation, testing or negotiation of proposals submitted in response to this RFP.

1.10 Modification or Withdrawal of Proposals Prior to Submittal Date

At any time before the time and date set for submittal of Proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a Person with authority as identified in Attachment A, Proposal Response Form. All Proposal modifications Shall be made in writing, executed and submitted in the same form and manner as the original Proposal.

1.11 Errors and Administrative Corrections

The County Will not be responsible for any Errors in Proposals. Proposers Will only be allowed to alter Proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers by the County. The County reserves the right to request an extension of the Proposal period from a Proposer or Proposers.

The County reserves the right to allow corrections or amendments to be made that are due to minor administrative Errors or irregularities, such as Errors in typing, transposition or similar administrative Errors.

1.12 Prompt Payment Discount

Proposals offering a prompt-payment discount for payments made within twenty (20) calendar Days Will be evaluated at the discounted price.

1.13 Postponement or Cancellation of Request for Proposal

The County reserves the right to cancel the RFP or change the date and time for submitting Proposals.

1.14 Compliance with RFP Terms and Attachments

King County intends to award a Contract based on the terms, conditions and attachments contained in this RFP. Proposers are strongly advised to not take any exceptions. Proposers Shall submit Proposals which respond to the requirements of the RFP. An exception is not a response to a Proposal requirement. If an exception is taken, a "Notice of Exception" must be submitted with the Proposal. The "Notice of Exception" must identify the specific point or points of exception and Provide an alternative.

Proposers are cautioned that exceptions to the terms, conditions and attachments may result in rejection of the Proposal.

The County may, at its sole discretion, determine that a Proposal with a Notice of Exception merits evaluation. A Proposal with a Notice of Exception not immediately rejected may be evaluated, but its competitive scoring Will be reduced to reflect the importance of the exception. Evaluation and negotiation Will only continue with the Proposer if the County determines that a Contract in the best interest of the County may be achieved.

1.15 Proposal Requirements

- A. The Proposal Shall contain the following items and follow the exact sequence outlined below:
 - 1. Executive Summary or Overview of Proposal (optional).
 - 2. Proposals Shall respond to the RFP questions listed in Section 6
 - 3. Contract: Sign the Contract, page 2 and submit with proposal.
 - 4. Attachments:
 - Attachment A - Proposal Response Form.
 - Attachment B - Price Proposal.
 - Attachment C - Equal Benefits Worksheet and Declaration Form
http://www.metrokc.gov/finance/procurement/documents/U_042_EB_Worksheets_Declaration.doc
 - Attachment D - Personnel Inventory Report.
http://www.metrokc.gov/finance/procurement/documents/IBIS_Attachments/ATTACHMENTD_Personnel_Inventory.doc
 - Attachment E - Affidavit and Certificate of Compliance.
http://www.metrokc.gov/finance/procurement/documents/IBIS_Attachments/ATTACHMENTE_CertificateOfCompliance.doc
 - Attachment N - ADA/504 Assurance of Compliance. Complete and retain the questionnaire when notified by the Buyer. Complete the Corrective Action Plan and give to Buyer before Contract award.
http://www.metrokc.gov/finance/procurement/documents/U_027_504_ADA_Compliance.doc
 - 5. Brochures, booklets or other sales material may be attached to the proposals (optional).
- B. Submit four (4) copies of the Proposal and attachments. One copy Shall be unbound to facilitate reproduction. Return one additional Proposal marked 'ORIGINAL' that included the actual signatures.

1.16 Collusion

If the County determines that collusion has occurred among Proposers, none of the Proposals of the participants in such collusion Will be considered. The County's determination Shall be final.

1.17 Rejection of Proposals

- A. The County reserves the right to reject any Proposal for any reason including, but not limited to, the following: any Proposal which is incomplete, obscure, irregular or lacking necessary detail and specificity; any Proposal which has any qualification, addition, limitation or provision attached to the Proposal; any Proposal from Proposers who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the Work; any Proposal which is not approved as being compliant with the requirements for equal employment opportunity; any Proposal for which a Proposer fails or neglects to complete and submit any qualifications information within the time specified by the County; and any Proposal submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies.
- B. In consideration for the County's review and evaluation of its Proposal, the Proposer waives and releases any claims against the County arising from any rejection of any or all Proposals, including any claim for costs incurred by Proposers in the preparation and presentation of Proposals submitted in response to this RFP.

1.18 Proposal Price and Effective Date

The Proposal price Shall include everything necessary for the prosecution and completion of the Contract including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be Provided otherwise in this RFP. Prices quoted on the Proposal Response Form Shall include all freight charges, FOB to the designated delivery point. Washington State sales/use taxes and Federal excise taxes Shall not be included in the Proposal price. The County Will pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges Shall be included in the Proposal price. The Proposal Shall remain in effect for 120 Days after final Proposal submittal date and time. In the event of a discrepancy between the unit price and the extended amount for a Proposal item, the County reserves the right to clarify the Proposal.

1.19 Procedure When Only One Proposal Is Received

If the County receives a single responsive, responsible and advantageous Proposal, the County Shall have the right, in its sole discretion, to extend the Proposal Acceptance period for an additional sixty (60) Days and to conduct a price or cost analysis on such Proposal. The Proposer Shall promptly Provide all cost or pricing data, Documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County Shall not be obligated to accept the single Proposal; the County reserves the right to reject such Proposal or any portion thereof.

1.20 Protest Procedures

- A. Form of Protest. In order to be considered, a Protest Shall be in writing, addressed to the Manager of the King County Procurement and Contract Services Division of the Department of Finance, and include:
 - 1. The name, address, and phone number of the Bidder or Proposer protesting, or the authorized representative of the Bidder or Proposer;
 - 2. The Invitation For Bid or Invitation To Bid ("IFB" or "ITB") or Request for Proposals ("RFP") Number and Title under which the Protest is submitted;
 - 3. A detailed description of the specific grounds for protest and any supporting Documentation. It is the responsibility of the Protesting Bidder/Proposer to supplement its Protest with any subsequently discovered documents prior to the Manager's decision;

4. The specific ruling or relief requested; and
 5. Evidence that all Persons with a financial interest in the procurement have been given notice of the Protest or if such Persons are unknown, a statement to that effect.
- B. Who May Protest.
1. Protests based on Specifications. Any prospective Bidder/Proposer.
 2. Protests following Bid submittal. Any Bidder or Proposer submitting a response to an ITB or RFP showing a substantial financial interest in the solicitation or award of any Contract.
- C. Time to Protest. Protests based on Specifications or other terms in the RFP or ITB document which are apparent on the face of said document must be received by the County no later than ten calendar Days prior to the date established for submittal of Bids/Proposals. The County must receive protests based on other circumstances within five calendar Days after the protesting Bidder/Proposer knows or should have known of the facts and circumstances upon which the Protest is based. In no event Shall a Protest be considered if all bids are rejected or after award of the Contract.
- D. Determination of Protest. Upon receipt of a timely written Protest, the Procurement Manager Shall investigate the Protest and Shall respond in writing to the Protest prior to the award of Contract. Except as Provided below, the decision of the Procurement Manager Shall be final.
- E. Reconsideration of Manager's Decision. A financially interested Bidder or Contractor may request that a Manager's adverse decision be reviewed by the Director of the King County Department of Finance ("Director") on a reconsideration basis only. The only justifications for reconsideration are (1) new data, relevant to the underlying grounds for protest and unavailable at the time of the Protest to the Manager; or (2) the Manager made an Error of law or regulation. The following procedures Shall be followed for a reconsideration of the Manager's decision:
1. Form of Request for Reconsideration. In order to be considered, a Request for Reconsideration must be filed with the Director in writing and include:
 - a. Name, address, and telephone number of the Person protesting or their authorized representative;
 - b. A copy of the written decision of the Manager; and
 - c. Justification for a reconsideration by the Director, including all pertinent facts and law on which the Bidder or Proposer is relying.
 2. Time for filing Request for Reconsideration. The financially interested Bidder or Proposer must file the Request for Reconsideration no later than five calendar Days of receiving the Procurement Manager's decision.
 3. Review of Manager's Decision. Upon receipt of a Request for Reconsideration, the Director or his/her designee Shall review (1) the information submitted to and reviewed by the Manager and (2) the decision of the Manager, and Shall thereafter issue a final determination regarding the Request for Reconsideration. No other information Will be reviewed unless the basis for the request for reconsideration is new data.
- F. Failure To Comply: Failure to comply with the procedures set forth herein may render a Protest untimely or inadequate and may result in rejection thereof by the County.

1.21 Proposal Alternatives

Proposals Shall address all requirements identified in this RFP. In addition, the County may consider Proposal Alternatives submitted by Proposers that Provide Enhancements beyond the RFP requirements. Proposal Alternatives may be considered if deemed to be in the County's best interests. Proposal Alternatives must be clearly identified.

1.22 Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants which share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your proposal. If you have questions, or need additional information, please contact the King County ADA Coordinator, (206) 296-7706 or the Business Development and Contract Compliance Section Supervisor, (206) 205-0700.

2 SECTION - PROPOSAL EVALUATION AND CONTRACT AWARD

2.1 General

Proposals Will be evaluated and ranked by the Proposal Evaluation Team (PET) on the basis of the criteria established in this RFP. The PET Will evaluate the Proposals submitted in response to the RFP, conduct fact finding, discussions/negotiations, request Best and Final Offers and determine which Proposal is the most advantageous to the County for Contract award. The PET's recommendation is subject to review and approval.

2.2 Changes in Requirements

When, either before or after receipt of Proposals, the County changes, revises, increases, or otherwise modifies its requirements, the County Shall issue a written addendum to the RFP. In considering which firms to notify of a change, the County Will consider the stage in the procurement process at which the change occurs and the magnitude of the change, as follows:

- A. If Proposals are not yet due, the addendum Will be sent to all firms that have received the RFP.
- B. If the time for receipt of Proposals has passed but Proposals have not been evaluated, the addendum Will be sent only to Proposers responding to the RFP.
- C. If the Proposals have been evaluated and classified, only those Proposals classified as in the competitive range.
- D. If a change is so substantial that it warrants substantial revision of the RFP, the County may cancel the original RFP and issue a new one, regardless of the state of the procurement process. The new solicitation Will be issued to all firms originally solicited and to any firms added to the original list.

2.3 Proposal Evaluation

The PET Will evaluate each Proposal using the criteria set forth in this RFP. If deemed necessary by the PET, written and/or oral discussions may be conducted with those Proposers whose Proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and suspected mistakes may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and suspected mistakes as requested by the PET and to make the cost, pricing or technical revisions required by the resulting changes.

Upon completion of discussions, the PET may issue to all remaining potentially acceptable Proposers a request for Best and Final Offers. The request Will include notice that discussions are concluded, an invitation to submit a revised Proposal with a Best and Final Offer, and a new submittal date and time.

The County reserves the right to make a Contract award without written and/or oral discussions with the Proposers and without an opportunity to submit Best and Final Offers when deemed to be in the County's best interests.

2.4 Evaluation of Responsiveness and Responsibility

Part of the evaluation process involves a determination of Responsiveness and Responsibility. The County may request that the Proposer Provide additional information, explanation and Documentation to be used in the determination. The requests for information can occur at any point in the evaluation process. The additional information Will normally be in the following subject areas:

- A. Responsiveness

The County Will consider all the material submitted by the Proposer to determine whether the Proposer's offering is in compliance with the terms and conditions set forth in this RFP.

B. Responsibility

1. The County Will consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is capable of and has a history of successfully completing contracts of this type. This may include requiring the Proposer to Provide references from customers who have been Provided the same or equivalent goods or Services. References Shall include the names and addresses of the parties to whom such goods or Services were Provided and the name and phone number of contact Persons with such parties.
2. The following elements Will be given consideration by the County in determining whether a Proposer is responsible:
 - a. the ability, capacity and skill of the Proposer to perform the Contract or Provide the service required;
 - b. the character, integrity, reputation, judgment and efficiency of the Proposer;
 - c. whether the Proposer has the financial resources and experience to perform the Contract properly and within the times specified;
 - d. the quality and timeliness of performance by the Proposer on previous contracts with the County and with other local governments and state and federal agencies, including, but, not limited to, the relative costs, burdens, time and effort necessarily expended by the County and such governments and agencies in securing satisfactory performance and resolving claims;
 - e. the previous and existing compliance by the Proposer with laws relating to public contracts or Services, including, but not limited to, Disadvantaged Business Enterprise (DBE) and equal employment opportunity requirements;
 - f. the history of the Proposer in filing claims and litigation on prior projects involving the County or on other public or private projects; and
 - g. such other information as may be secured having a bearing on the decision to award the Contract.

Proposers Shall furnish acceptable evidence of the Proposer's ability to perform, such as firm commitments by Subcontractors, equipment, supplies and facilities, and the Proposer's ability to obtain the necessary Personnel, when requested by the County. Refusal to Provide such information when requested Will cause the Proposal to be rejected.

3. Financial Resources

Submit proof of adequate financial resources which would be available to the Proposer for the prosecution and completion of the Work as required. When requested, the required financial information Shall include:

- a. audited financial statements such as balance sheets, statements of income, statements of cash flow and stockholders' equity for each of the three most recently completed fiscal years, including notes to financial statements, independent accountants' reports and annual reports to stockholders;
- b. Documentation of an open line of credit or other arrangement with an established bank under which adequate financing would be available for prosecution and completion of the Work called for hereunder;

- c. certification by the principal financial officer of or an independent accountant for the Proposer, stating that the Proposer has adequate financial resources for the prosecution and completion of the Work called for hereunder; and
- d. the names, addresses and telephone numbers of at least one contact in the company's principal financial or banking organization and its independent auditor.

The PET may find that the Proposer appears fully qualified to perform the Contract or it may require additional information or actions from the Proposer. In the event the PET determines that there are problems of such a nature or magnitude that it is advantageous to the County to bypass the highest scored Proposal, the PET Shall evaluate the qualifications of the next ranked Proposer for award of the Contract. A Proposer bypassed for award by the PET for whatever reason Shall have no claim for costs incurred including, but not limited to, presentation costs, Proposal preparation, the cost of providing additional information requested, or modification made either to its Proposal or internal structure or systems of the Proposer or its organization.

4. Financial Reporting

The Proposer Shall Provide a current copy of its Dun and Bradstreet report if requested by the County.

2.5 **Scoring and Evaluation Criteria**

Each Proposal has a total possible score of 1000 points per Section 6 Proposal Questions with the points assigned as follows:

<u>Section</u>	<u>Title</u>	<u>Score</u>
7.1.....	References	200 points
7.2.....	Company Information	100 points
7.3.....	Personnel	150 points
7.4.....	Personnel Training.....	100 points
7.5.....	Personnel Evaluation.....	150 points
	Price	300 points
Total available points:		1000 points

The PET Will score each Proposal on the completeness and adequacy of the Proposer's responses and on additional available relevant information. The criteria , listed in descending order of importance, used by the PET in evaluation of proposals Shall include the following:

Additional criteria utilized in the evaluation are cited in the RFP and questions. In the event clarification questions are issued to Proposers, oral presentations or demonstrations are requested, the scoring Will be adjusted to reflect the new

2.6 **Competitive Range**

The evaluation of proposals and subsequent testing may result in successive reductions of the number of proposals that remain in the competitive range. The firms remaining in the competitive range may be invited to participate in additional evaluations, testing, Best and Final Offer and negotiations.

2.7 **Negotiations**

The County may enter negotiations with one or more Proposers to finalize Contract terms and conditions. In the event negotiations are not successful, the County may initiate negotiations with the next ranking Proposers or reject Proposals.

Negotiation of a Contract Will be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations Will be to reach agreement on all provisions of the proposed Contract.

2.8 Contract Award

Contract award, if any, Will be made by the County to the responsible Proposer whose Proposal meets the requirements of the RFP, and Will be the most advantageous to the County with respect to price, quality and other factors as evaluated by the County. The County is not required to award a Contract to the Proposer offering the lowest price. The County Shall have no obligations until a Contract is signed between the Proposer and the County. The County reserves the right to award one or more contracts as it determines to be in its best interest.

2.9 Insurance Requirements

The Proposer to whom the County awards a Contract pursuant to this RFP Shall file with the County evidence of insurance from insurer(s) satisfactory to the County certifying to the coverages of insurance set forth in this RFP. Such evidence of insurance Shall be submitted within ten (10) calendar Days of receipt of a written request from the County.

Failure by the Proposer to submit satisfactory evidence of insurance Shall result in rejection of the Proposal.

2.10 Execution of Contract and Notice to Proceed

The Proposer to whom the County intends to award the Contract Shall sign the Agreement and return it to the County. Upon authorization by the County Executive, or designee, a Contract Will be issued. Upon receipt by King County of any required Documentation and Submittals by the Proposer, a Notice to Proceed may be issued, if appropriate.

2.11 Public Disclosure of Proposals

Proposals submitted under this RFP Shall be considered public documents and with exceptions Provided under public disclosure laws. Proposals which are recommended for Contract award Will be available for inspection and copying by the public after the selection process has been concluded.

If a Proposer considers any portion of its Proposal to be protected under the law, the Proposer Shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County Will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County Will notify the Proposer of the request and allow the Proposer five (5) Days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County Will release the portions of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and Shall have no claim against the County on account of actions taken under such procedure.

3 SECTION - STANDARD CONTRACTUAL TERMS AND CONDITIONS

3.1 Administration

This Contract is between the County and the Contractor who Will be responsible for providing the goods and/or performing the Services described herein. The County is not party to defining the division of Work between the Contractor and its Subcontractors, if any, and the Specifications have not been written with this intent.

The Contractor represents that it has or Will obtain all Personnel and equipment required to perform hereunder. The Contractor's performance under this Contract may be monitored and reviewed by a Contract administrator appointed by the County. Reports and data required to be Provided by the Contractor Shall be delivered to the Contract administrator. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract Shall be addressed to the Contract administrator for response.

3.2 Change Orders

The County may, at any time, without notice to the sureties, by written order, make any change in the Work within the scope of this Contract. No oral order or conduct by the County Will constitute a Change Order unless confirmed in writing by the County.

If any Change Order causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under this Contract, an equitable adjustment in the Contract price, the delivery schedule, or both Shall be made and the Contract modified in writing accordingly. Every Change Order may require a cost/Price Analysis to determine the reasonableness of the proposed change.

The Contractor must assert its right to an adjustment under this clause within five (5) calendar Days after receipt of a written Change Order from the County. Upon request from the Contractor, the County may extend the five (5) Day period. The request for equitable adjustment must be in writing and state the general nature and monetary extent of the claim. The County may require additional supporting documents and cost or Price Analysis to determine the validity of the claim.

No claim by the Contractor for an equitable adjustment hereunder Will be allowed if asserted after final payment under this Contract. No claim Will be allowed for any costs incurred more than ten Days before the Contractor gives written notice, as required in this section.

3.3 Cost/Price Analysis

Cost/Price Analysis Will be required by the County for the evaluation of proposals, Best and Final Offers, negotiations, Change Orders, terminations, revisions to Contract requirements or other circumstances as determined by the Buyer.

3.4 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination, and except as directed by the Contract administrator, the Contractor Shall immediately stop Work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor Shall be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the Work satisfactorily performed up to the date of termination as specified in the notice. The Contractor Shall promptly submit its request for the termination payment, together with detailed supporting Documentation. If the Contractor has any

property in its possession belonging to the County, the Contractor Will account for the same and dispose of it in the manner the County directs. All termination payment requests are subject to cost/Price Analysis to determine reasonableness and compliance with the Contract, the Contract termination agreement, applicable laws and regulations.

B. Termination for Default

In addition to termination for convenience, if the Contractor does not deliver supplies in accordance with the Contract delivery schedule, or if the Contract is for Services and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default. Termination Shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination; Provided that the Contractor Shall have ten (10) calendar Days to cure the default. The Contractor Will only be paid for goods delivered and accepted, or Services performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to cost/Price Analysis to determine reasonableness and compliance with the Contract; the Contract termination agreement, applicable laws and regulations.

The termination of this Contract Shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part. Such termination Shall be in addition to the County's rights to terminate for convenience or default.

In accordance with King County Code 4.04.040B.6, payment Shall not exceed the appropriation for the year in which termination is effected. If the Contract is terminated for non-appropriation:

1. The County Will be liable only for payment in accordance with the terms of this Contract for Services rendered prior to the effective date of termination; and,
2. The Contractor Shall be released from any obligation to Provide further Services pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract Will terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

3.5 Force Majeure

The term "force majeure" Shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, strikes and any other industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by Act of Nature or any other cause not reasonably within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition Shall be suspended only for the time and to the extent reasonably necessary to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then King County Shall be entitled to exercise any remedies otherwise Provided for in this Contract, including Termination for Default.

3.6 Payment Procedures

A. Invoices

Invoices Shall be furnished by the Contractor for goods and/or Services, which have been delivered or Provided to the County, to:

King County Accounts Payable
M/S EXC-FI-0875
Exchange Building, 8th floor
821 Second Avenue
Seattle, Washington 98104-1598

Important -- The County requires one invoice per requisition for payment processing. All invoices must include the following information: Contract number, requester's name and phone number, date of invoice, invoice number, purchase order number, prompt payment discount and total price for invoice. For each item purchased indicate quantity, description, part number, model and serial number; where applicable, manufacturers or wholesale list price and discount percentage allowed off the list price, item price and total price for the item and/or for Services identify hourly rates, hours worked, total hours or related fees. Failure to comply with this requirement may delay payment.

B. Payments

Within thirty (30) calendar Days after receipt of an invoice, the County Will pay the Contractor for authorized goods and/or Services satisfactorily delivered or performed. Acceptance of such payment by the Contractor Shall constitute full compensation for all supervision, labor, supplies, materials, Work, equipment and the use thereof, and for all other necessary expenses, incurred by the Contractor.

C. Subcontractor Prompt Payment

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Contract no later than 10 Days from the receipt of each payment the Contractor receives from King County. The Contractor agrees further to return retainage payments, if any, to each Subcontractor within 30 Days after the Subcontractor's Work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may only be made for good cause following written approval of King County.

3.7 Washington State Sales Tax

The County Will make payment directly to the State for all applicable State sales taxes in case the Contractor is not registered for payment of sales taxes in the State of Washington. If the Contractor is so registered, it Shall add the sales tax to each invoice and upon receipt of payment from the County, promptly remit appropriate amounts to the State of Washington.

3.8 Taxes, Licenses, and Certificate Requirements

This Contract and any of the Services or supplies Provided hereunder are contingent and expressly conditioned upon the ability of the Contractor to Provide the specified service or supplies consistent with federal, state and local law and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor Shall notify the County immediately of such condition in writing.

The Contractor Shall maintain and be liable for all taxes, fees, licenses and costs as may be required by federal, state and local laws and regulations for the conduct of business by the Contractor and any

sub-contractors and Shall secure and maintain such licenses and permits as may be required to Provide the Services or supplies under this Contract.

3.9 Defective Work, Materials or Services

Prior to Final Acceptance hereunder, when and as often as the County determines that the Work, materials or Services furnished under the Contract are not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) Days of receiving such written notification, the Contractor must supply the County with a written detailed plan which indicates the time and methods needed to bring the Work, materials or Services within acceptable limits of the Specifications. The County may reject or accept this plan at its discretion. In the event this plan is rejected, the Work, materials or Services Will be deemed not accepted and returned to the Contractor at the Contractor's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the County by law, including those available under the Uniform Commercial Code, Title 62A RCW.

3.10 No Waiver of Warranties and Contract Rights

Conducting of tests and inspections, review of Specifications or plans, payment for a product or service, or Acceptance of a product or service by the County Shall not constitute a waiver, modification or exclusion of any express or implied warranty or any right under this Contract or in law.

3.11 Assignment

No party Shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract Shall be binding upon and inure to the benefit of the successors of the parties. This provision Shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender. An assignment Shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written Agreement by assignee to assume and be responsible for the obligations and liabilities of the Contractor or County, known and unknown, under this Agreement and applicable law.

3.12 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor Shall indemnify and hold harmless King County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and /or services Provided by or on behalf of the Contractor. In addition, the Contractor Shall assume the defense of King County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such goods and/or services: Shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by King County on account of such litigation or claims. This indemnification obligation Shall include, but is not limited to, all claims against King County by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney fees Shall be allowed to the prevailing party.

3.13 Applicable Law and Forum

Except as hereinafter specifically Provided, this Contract Shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial

Code, Title 62A RCW. Any suit arising here from Shall be brought in the King County Superior Court or U.S. District for the Western District of Washington, in Seattle, either forum Shall have sole and exclusive jurisdiction and venue.

3.14 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest

The Contractor, by entering into this Contract with the County to perform or Provide Work, Services or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it Shall not acquire any interest, which conflicts in any manner or degree with the Work, Services or materials required to be performed and/or Provided under this Contract and that it Shall not employ any Person or agent having any such interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it Shall immediately disclose such interest to the County and take action immediately to eliminate the conflict or to withdraw from this Contract, as the County may require.

B. Contingent Fees and Gratuities

The Contractor, by entering into this Contract with the County to perform or Provide Work, Services or material, has thereby covenanted:

1. No Person or selling agency except bona fide employees or designated agents or representatives of the Contractor has been or Will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3.15 Disputes, Claims and Appeals

The Contractor Shall address questions or claims regarding meaning and intent of the Contract or arising from this Contract in writing to the Buyer, within ten (10) calendar Days of the date in which the Contractor knows or should know of the question or claim. The Buyer Will ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim Shall be deemed denied upon the tenth Day following receipt by the Buyer.

In the event the Contractor disagrees with any determination or decision of the Buyer, the Contractor may, within five (5) calendar Days of the date of such determination or decision, appeal the determination or decision in writing to the Procurement Services Division Manager. Such written notice of appeal Shall include all documents and other information necessary to substantiate the appeal. The Procurement Services Division Manager Will review the appeal and transmit a decision or determination in writing. The decision Will be considered final. Appeal to the Procurement Services Division Manager Shall be a condition precedent to litigation hereunder.

All claims, counterclaims, disputes and other matters in question between the County and the Contractor that are not resolved between the Procurement Services Division Manager and the Contractor or through alternative dispute resolution Will be decided in the Superior Court of King County, Washington, which Shall have exclusive jurisdiction and venue over all matters in question between the County and the Contractor. Mediation or arbitration are not mandatory prerequisites to filing a lawsuit.

Pending final decision of a dispute hereunder, the Contractor Shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer. Failure to comply precisely with the time deadlines under this Subsection as to any claim Shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the County.

3.16 Mediation and Arbitration

Nothing in this paragraph precludes any party from seeking relief from King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties to this Contract may seek to resolve disputes pursuant to mediation or arbitration, but are not required to do so.

3.17 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

1. The Contractor Shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor Shall maintain and retain for a period of not less than six (6) years after the date of Final Acceptance of Contract Work and all other pending matters are closed; all financial information, data and records used to prepare and support the Contractor's final proposal for this Contract and invoicing for supplies or Services and any payments resulting from Change Orders or claims. In addition, the Contractor Shall maintain the financial information used in the preparation or support of any Change Orders or claims.
2. The Contractor Shall ensure that its Subcontractors and suppliers maintain and retain for no less than six (6) years all records pertaining to the performance by the Subcontractors and suppliers of their portions of the Work under this Contract.

B. Audit Access

1. The County and its authorized representatives and designees Shall have access to all records maintained and retained by the Contractor and its Subcontractors for the purpose of inspection, cost/Price Analysis, audit or other reasonable purposes related to this Contract. The County and its representatives and designees Shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor Shall Provide proper facilities for such access, inspection and copying.
2. Audits may be conducted during or after the Contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the County. Auditors selected and paid for by the County Will conduct audits. Audits Shall be conducted in accordance with generally accepted auditing standards and/or audit procedure and guidelines of the County. The Contractor Shall fully cooperate with the County or its auditor(s) during audits and inspections, and Provide all requested Documentation.
3. If an audit is commenced more than sixty (60) Days after the date of Final Acceptance of Contract Work, the County Will give reasonable notice to the Contractor of the date on which the audit Will begin.
4. The Contractor Shall maintain records relating to the pricing of spare parts. The County Will have access to such records for audit purposes.
5. The Contractor may be required to sign a "Certificate of Current Cost or Pricing Data."

C. **Proof of Compliance with Contract**

The Contractor Shall, at any time when requested, submit to the County properly authenticated documents or other satisfactory proofs as to the Contractor's compliance with such requirements.

In addition, the Contractor Will permit the County, and if federally funded, the FTA and the Comptroller General of the United States, or a duly authorized representative, to inspect all Work, materials, payrolls and other data and records involving the Contract.

3.18 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if formally requested and approved by the Buyer. A formal cooperative purchasing agreement Will be executed in such cases. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies

3.19 Recycled Products Policy

The County promotes the purchase and utilization of recycled material and products where available. Recycled material means material and byproducts which have been recovered or diverted from solid waste disposal for the purpose of recycling. It does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the event of similar pricing, availability and other factors affecting the solicitation, preference may be given to products containing recycled material.

The Contractor Shall, when requested by the Contract administrator, Provide Documentation indicating the recycled materials used and their proportion of the total value of the end product. Where recycled materials were available but non-recycled materials were actually used, in whole or in part, the Contractor Shall furnish the content by price/volume of recycled and non-recycled material used, and Shall furnish an explanation of the reason that recycled materials were not used.

3.20 Conflicts of Interest - Current and Former Employees

The County seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former County employees in transactions with the County. Consistent with this policy, no current or former County employee may Contract with, influence, advocate, advise, or consult with a third party about a County transaction, or assist with the preparation of Proposals submitted to the County while employed by the County or within one (1) year after leaving the County's employment, if he/she was substantially involved in determining the Work to be done or process to be followed while a County employee.

All bidders, Proposers, vendors or contractors who anticipate contracting with the County must identify at the time of offer, such current or former County employees involved in preparation of bids/proposals or the anticipated performance of the Work or Services if awarded the Contract. This information should be included in Attachment G - "Current or Former County Employee Disclosure Form." Failure to identify former County employees involved in this transaction may result in the County's denying or terminating this Contract. In addition, after award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

3.21 Non-Discrimination and Equal Employment Opportunity

Part 1. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. Nondiscrimination in Employment and Provision of Services. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract

shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code Chapter 12.16 is incorporated herein by reference, and such requirements shall apply to this Contract.

- B. Nondiscrimination in Subcontracting Practices. During the solicitation, award and term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- C. Compliance with Laws and Regulations. The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI, VII of the Civil Rights Act of 1964, and the Restoration Act of 1987. The Contractor shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.
- D. Small Business and Minority and Women Business Enterprises Opportunities. King County encourages the Contractor to utilize small businesses, including Minority-owned and Women-owned Businesses Enterprises ("M/WBEs") in County contracts. The County encourages the Contractor to use the following voluntary practices to promote open competitive opportunities for small businesses, including M/WBEs:
 - 1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform small businesses and other firms of contracting and subcontracting opportunities.
 - 2. Placing all qualified small businesses, attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to these firms capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
 - 3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including M/WBEs.
 - 4. Establishing delivery schedules, where the requirements of this contract permit, that encourages participation by small businesses, including M/WBEs.
 - 5. Providing small businesses, including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
 - 6. Using the services of available community organizations, contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
 - 7. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. OMWBE may be reached at (360) 753-9693.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

- 8. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.

9. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
 10. Utilizing the services of available community organizations, contractor groups, local assistance offices, local publications including newspapers which advertise contracting opportunities, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
- E. Equal Employment Opportunity. The Contractor will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.
- F. Unfair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupational qualification;
 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030.C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
 7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.
- G. Record-Keeping Requirements and Site Visits. The Contractor shall maintain, for at least 12 months after completion of all work under this Contract, the following:
1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and

2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records or records relating to the use of Disadvantaged Business Enterprises (DBEs).

The County may visit, at any time, the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits. In all other respects, the Contractor shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

- H. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

Part 2. REQUIRED SUBMITTALS

- A. Required Submittals Prior to Contract Execution. For all other contracts valued at \$25,000 or more, contractors entering into a contract or agreement with King County shall, within ten days after the bidder receives the written notice of selection, submit the following:

1. A Personnel Inventory Report on the form provided by the County.
2. An Affidavit and Certificate of Compliance demonstrating the Contractor's commitment to comply with the provisions of KCC Chapter 12.16.
3. Except for Contractors only supplying goods, a 504/ADA Disability Assurance of Compliance on the form provided by the County.
4. Assistance with the requirements of this Section and copies of Chapters 12.16 and 12.18 is available by contacting the King County Business Development and Contract Compliance Section at the address below. Please include the contract number in all correspondence.

Business Development and Contract Compliance Section
Business Relations and Economic Development
King County Courthouse
Mail Stop: KCC-EX-0402
516 3rd Avenue, Rm. 550
Seattle, WA. 98104-3271
Phone: (206) 205-0700
Fax: (206) 205-0719

The County will not execute any agreement or contract without prior receipt of fully executed forms listed in paragraph A above.

Part 3. COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973 AS AMENDED AND THE AMERICAN WITH DISABILITIES ACT OF 1990

Except for Contractors only supplying goods, the Contractor shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Contractor (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Contractor shall complete a 504/ADA Disability Assurance of Compliance and shall, within ten days after the bidder receives written notice

of selection, submit it to the County. Such Assurance of Compliance will be incorporated herein by this reference.

3.22 Non-Discrimination in Benefits to employees with Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: www.metrokc.gov/finance/procurement/forms.asp.

4 SECTION - SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

4.1 Contract Documents and Precedence

The documents constituting the Contract between the County and the Contractor are intended to be complementary so that what is required by any one of them Shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they Shall take precedence as listed on the "Contract", page 2.

4.2 Contract Term

The term of this Contract Shall be one (1) year, commencing on the date of the Contract Agreement. Upon written notice by King County, this Contract may be extended for four (4) additional one year periods. During extension periods, all terms and conditions of this Contract Shall remain in effect except those amended for the extension period. The maximum term for this Contract, consisting of the base period plus extensions, is five (5) years.

4.3 Notices

All notices or reports which are required or may be given pursuant to this Contract Shall be in writing and Shall be deemed duly given when delivered to the respective Executive offices of Contractor and County at the address first set forth below.

King County

Contractor

(To be determined)

(To be determined)

For contractual questions contact:
King County Procurement and Contract Services Section
M.S. EXC-FI-0871
Exchange Building, 8th Floor
821 Second Ave.
Seattle, WA. 98104-1598
Attn: _____

(206) 684- _____

@metrokc.gov

4.4 Contract Agreement

Contract award Will occur when King County signs the Contract and issues the Contract Agreement. No other act of the County Shall constitute Contract award. The Contract Agreement is a computer-generated document with the awarded Contract number referencing the Contract and describing the awarded goods and/or Services. The Contract Agreement Will establish the Contract value and incorporate the terms of this document, but Will not be the authorization for the Contractor to proceed. After Contract award, the Project Manager Will issue Purchase Orders detailing the goods and/or Services to be delivered.

4.5 Purchase Orders

Purchase Orders Will be issued referencing this Contract Agreement number. The Purchase Orders Will define and authorize the delivery of goods and Services by the Contractor with a "not to exceed price" (based on the prices contained in Attachment B and estimated other direct costs, if applicable.) The purchase orders issued by Procurement Services Division may also modify the Contract terms, funding or other matters subject to Subsection 3-2, Change Orders.

4.6 **Pricing**

Prices Shall remain firm for the duration of the **initial two** years of the Contract is in force. Thereafter, prices may be adjusted either upward or downward on the anniversary date of the Contract. The price adjustment Shall be based on the:

Consumer Price Index for all Urban Wage Earners (CPI-W):

[see <http://146.142.4.24/cgi-bin/surveymost?r9> check [] (CPI-W) Seattle-Tacoma-Bremerton, WA, All items 1982-84=100 (Bi-monthly) - CWURA423SA0

The calculation of the price adjustment will use the change in the CPI-U between the Start date of the Contract (or date of the CPI-W data used for the last price adjustment) and the latest monthly CPI-W data available before Contract extension.

Either King County or the Contractor may initiate a price adjustment.

- If the Contractor initiates the price adjustment, the Contractor Shall Provide the Buyer with a written request for the price adjustment and document the request with the calculation of the price adjustment using the pertinent CPI-W data.
- If King County initiates the price adjustment, King County will Provide the documentation of the price adjustment to the Contractor.

The Buyer shall determine the validity of a price adjustment. A Contract Change to the Contract will institute the price adjustment, Provide the Contractor the new prices and establish the effective date for the new prices.

Example: Percent change in the CPI-W from prior adjustment is a 2.8 percent increase over the old price of \$65.00 each.
Price adjustment at time of Contract extension is:
1.028 times last price = new price.
 $1.028 \times 65.00 = \$66.82$ the new price

King County Will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If prior Acceptance of the higher price has not been done by King County, the invoice may be rejected and returned to the Contractor for a correct invoice.

4.7 **Cost Mark-Up**

Contractors Shall not mark up Subcontractor costs and Other Direct Costs (ODCs). The cost for Subcontractor management Shall be segregated into a single cost item and included as a separate task in the cost proposal in Attachment B.

4.8 **Direct Costs Related to Additional Work**

Direct costs for additional Work Shall be billed at cost without markup, as noted below or as revised by legislative action of the Council:

Reimbursement of Contractor travel, lodging and meal expenses are limited to the eligible costs based on the rates and criteria established in King County Code, chapter 3.24.

- A. The mileage rate allowed by King County Shall not exceed the current Internal Revenue Services (IRS) rates per mile as allowed for business related travel. The IRS mileage rate Will be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during Work hours. Parking Shall be the actual cost. When rental vehicles are authorized, government rates Shall be requested. If a Person does not request government rates,

he/she may be Personally responsible for the difference. Please reference the IRS web site for current rates. <http://www.irs.gov/>.

- B. Reimbursement for meals Shall be limited to the per diem rates established by Federal travel requisitions for the host city in the code of Federal Regulations, 41 CFR § 301, App.A.
- C. Accommodation rates Shall not exceed the Federal Lodging limit plus host city taxes. The Contractor must always request government rates.
- D. The direct costs contained in A, B and C above Will only be authorized by the King County Project Manager for Contractor staff living beyond commuting distance, normally considered to be for the travel beyond 100 miles of 821 Second Avenue, Seattle, WA.
- E. Air travel Shall be by coach class at the lowest price available at the time the King County Project Manager requests a particular trip. In general, a trip is associated with a particular Work activity of limited duration and only one round-trip ticket, per Person, Will be billed per trip.
- F. Cost for equipment, materials and supplies, such as approved equipment rental; telephone, telegraph and cable expenses; reproduction costs including blueprinting, photographing, telecopying, mimeographing, photocopying and printing; express charges; commercial printing, binding, art Work and models; and, computer programming and data entry costs Shall be billed without markup.
- G. Authorized subcontract Services; Provided that the limitations set forth in the above paragraphs Shall be applicable to such subcontract Services.
- H. Other direct costs, not listed above, may be billed if the County has given prior approval.
- I. Receipts required for purchases \$10 and over, not including meals.

4.9 Guarantee/Warranty

The Contractor guarantees the Services furnished under this Contract Will conform with all requirements of this Contract,

The County Shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect with thirty (30) calendar Days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case, the County Will charge-back the cost for such warranty repair to the Contractor.

The Contractor Shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to the County by the Contractor and those extended to the Contractor by its suppliers, vendors, distributors and Subcontractors. Such inconsistency or difference Will not excuse the Contractor's full compliance with its obligations under this Contract.

The Contractor, upon notice of award of the Contract, Shall promptly Provide to the County complete copies of all written warranties or guarantees and/or Documentation of any other arrangement relating to such warranties or guarantees extended to the Contractor by the Contractor's suppliers, vendors, distributors and Subcontractors covering parts, components, subcomponents and systems procured through this Contract. The Contractor Shall cooperate with the County in facilitating warranty related Work by such suppliers, vendors, distributors and Subcontractors.

The termination of this Contract Shall in no way relieve the Contractor from its warranty/guarantee responsibility.

Any Services corrected Shall be subject to this Subsection to the same extent as the Services initially Provided.

This guarantee Shall be in addition to any other express warranties or any implied warranties or remedies Provided by this Contract or by law, and in addition to any other rights or remedies available to the County under this Contract or by law. No provision in this Subsection Shall be construed to limit the liability of the Contractor for Work not done in accordance with the Contract. The liability for such failure to perform Shall extend as far as the appropriate periods of limitation Provided by law.

The Contractor Shall ensure the County receives warranty related Work from its suppliers, distributors, Proposers and Subcontractors.

4.10 Patents and Royalties

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any patented invention, article, process or method that may be used in performing this Contract or with the completed Work. The Contractor and the Contractor's sureties Shall indemnify and hold the County, together with its officers and employees, harmless against any and all demands made for such fees, royalties or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this Contract, the Contractor Shall, if requested by the County, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, its agent, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material, computer programs or equipment supplied or required to be supplied or used under the Contract, the Contractor Shall notify the County in writing and promptly substitute other articles, materials, computer programs or equipment in lieu thereof of equal efficiency, quality, finish, suitability and market value, and be satisfactory in all respects to the County.

4.11 Nondisclosure of Data

Data Provided by King County either before or after Contract award Shall only be used for its intended purpose. Proposers, vendors, contractors and Subcontractors Shall not utilize nor distribute the King County data in any form without the express written approval of King County.

4.12 Non-Disclosure Obligation

While providing the Service required under this Contract, the Contractor may encounter licensed technology, Software, Documentation, drawings, schematics, manuals, data or other materials marked "Confidential", "Proprietary" or "Business Secret". The Contractor Shall, with regard to such information and material received or used in performance of this Contract, employ practices no less than those used for the protection of the Contractor's own confidential information.

The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from King County or a third (3rd) party; b) is or becomes generally known to the public without violation of this Agreement; c) is obtained by the Contractor in good faith from a third (3rd) party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to King County's or the third (3rd) party's confidential information. The Contractor may disclose confidential information if so required by law, Provided that the Contractor notifies King County that the third (3rd) party of such requirement prior to disclosure.

4.13 Public Disclosure Requests

Contracts Shall be considered public documents and, with exceptions Provided under public disclosure laws, Will be available for inspection and copying by the public. All Software products Provided by the Contractor under this Contract are copyrighted and are proprietary to the Contractor.

If a Contractor considers any portion of the items including Software, data and Related Materials, delivered to King County to be protected under the law, the Contractor Shall clearly identify each such item with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such item, the County Will determine whether the material should be made available under the law. If the material or parts thereof are determined by King County to be exempt from public disclosure, King County Will not release the exempted documents. If the material is not exempt from public disclosure law, the County Will notify the Contractor of the request and allow the Contractor ten (10) Days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County Will release the item deemed subject to disclosure. By signing a Contract, the Contractor assents to the procedure outlined in this paragraph and Shall have no claim against the County on account of actions taken under such procedure.

4.14 Changed Requirements

New Federal, State and County laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements Will be implemented through Subsection 3-2, Change Orders.

4.15 Counterparts

This Contract may be signed in two counterparts, each of which Shall be deemed an original and which Shall together constitute one Contract.

4.16 Severability

Whenever possible, each provision of this Agreement Will be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof Will be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision Will be severed from the rest of this Agreement and ignored. The invalidity, illegality or unenforceability of any provision Will not affect the validity, legality or enforceability of any other provision of this Agreement, which Will remain valid and binding.

4.17 Liquidated Damages for Failure to Fulfill Manpower Requirements

- A. Performance is of the essence in this contract. The Contractor shall be held to strict compliance with the prescribed shift schedule and date(s) set forth in these contract documents, in the Tunnel SOP, the CCTV Monitoring Office procedures, and any other dates and/or shift locations set by King County or other users of the contract. Failure to comply with these requirements may be grounds for termination of this contract
- B. For each and every hour that a shift(s) is not filled and/or filled by a person meeting the standards set forth in the contract, damage will be sustained by King County. Because of the difficulty in computing the actual damages and disadvantages to King County, and as a responsible forecast of actual damages which King County will suffer by the missed hours of shift work, the parties

agree that for each such failure, the Contractor shall pay King County the sum of twenty-five dollars (\$25.00) per hour or any increment thereof missed as liquidated damages (and not as a penalty

- C. The contractor authorizes the County to deduct such liquidated damages from the amount due, or to become due, under the Contract. The Contractor further agrees that any such deduction Shall not in any degree release the Contractor from further obligation and liabilities in regard to the fulfillment of the entire Contract.
- D. Time is of the essence on each and every portion of the Contract. In the Contract a definite and certain length of time Will be Fixed for the performance of the Contract; this Contract time Will only be changed via change order.
- E. Liquidated damage or any excess costs Shall not be charged when the delay in completion of the Work is due to a delay described in the Force Majeure clause Subsection 3-5.

5 SECTION - INSURANCE REQUIREMENTS

5.1 **Evidence and Cancellation of Insurance**

Prior to execution of the Contract, the Contractor shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance shall be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that the County received notice at least 45 Days prior to the effective date of any cancellation, lapse or material change in the policy.

The Contractor shall, upon demand of the County, deliver to the County all such policy of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.

Failure to Provide such insurance in a timeframe acceptable to the County shall enable the County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/ Default/Non-appropriation." Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder.

5.2 **Insurance Requirements**

A. **The Contractor shall obtain and maintain the minimum insurance set forth below.**

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage shall apply to each insured to the full extent Provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.

For all coverages:

Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, Errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "Claims made" basis, the contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Contract.

B. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. General Liability

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY.

2. Automobile Liability

Insurance Service form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8 and 9.

3. Professional Liability

Professional Liability, Errors and Omissions coverage.

In the event that Services pursuant to this Contract either directly or indirectly involve or require professional Services, Professional Liability, Errors and Omissions coverage shall be Provided.

4. **Workers' Compensation**

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or "Other States" State Law.

5. **Employers Liability or "Stop Gap":**

The protection Provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection Provided by the "Stop Gap" endorsement to the General Liability policy.

C. Minimum Limits of Insurance

The Contractor shall maintain limits no less than, for:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, Personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Professional Liability, Errors and Omissions: \$1,000,000 per Claim and in Aggregate.
4. Workers' Compensation: Statutory requirements of the state of residency.
5. Employers Liability Stop Gap: \$1,000,000.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

E. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

1. Liability Policies:
 - a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Use the above exact language on the Endorsement Form.
 - b. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the insurance or benefit the contractor in any way.
 - c. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

F. Acceptability of Insurers

Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time one of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Subcontractors

The Contractor shall include all Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages Provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

H. Work Site Safety

The Contractor shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor shall comply with all applicable Federal, State and Local safety regulations governing the job site, employees and Subcontractors. The Contractor shall be responsible for the Subcontractor's compliance with these provisions.

I. Endorsements

Endorsement must be included with insurance form, i.e. standard industry forms: "2010 111" or "GC 76 80 10 00. **The County requires this Endorsement to complete the Contract.**

6 SECTION - TECHNICAL SPECIFICATIONS

6.1 Technical Specifications

- A. Security guard services
 - 1. King County Metro Transit Tunnel
 - 2. Other King County Transit Facilities
 - 3. Other users
- B. CCTV and panic alarm monitoring services
 - 1. CCTV Monitor Office

Part 1. General

A. Definitions

- 1. Security Personnel – Refers to Security Guards, CCTV Monitoring Personnel and Supervisors.
- 2. Tunnel - refers to the King County Metro Transit Tunnel extending from the International District Station in the South of the Seattle City core to the Convention Palace Station in the North. The Transit Tunnel includes five stations along its length. The Transit Tunnel is projected to transfer to Sound Transit. The Transit Tunnel portion of the “Guard service hours” may end with the transfer of the Tunnel to Sound Transit. The Transit Tunnel portion of work, under this Contract, may be assumed by Sound Transit to continue the Security Guards service in the Transit Tunnel up to the term of the this contract including any of the (3) three one year options, if exercised. (See Differences pertaining to just the Tunnel in Attachment O following)
- 3. Other Transit Facilities - refers to all King County facilities locations, including those listed in Section 7-3.
- 4. Other Users – Other King County Facilities or Outside agencies using the Contract.
- 5. CCTV Monitor Office - refers to an office in the King County Metro Transit parking garage located at 1000 6th Avenue South, Seattle, Washington. This office contains electronic monitoring equipment for performing remote surveillance at a number of King County Metro Transit facilities equipped with CCTV cameras, digital video recorders, panic alarm stations, access control software, radio and telephone communications devices, and other peripheral equipment

B. Use of Contract

These specifications detail the conditions and standard operating procedures governing the Contractor’s responsibilities for providing security personnel for King County Metro Transit, other King County governmental entities and other Governmental agencies.

C. Additional Locations

The Contractor shall also be responsible for providing security personnel at additional Metro Transit job sites and/or other King County facilities, as the need arises.

D. Hours of Service

How hours of Service are broken down into security personnel and supervisory shifts shall be at the discretion of the Contractor and subject to review or prior approval by King County. Under no circumstances shall security personnel be on duty for more than 13 hours in any 24-hour period.

Part 2. Requirements

A. Performance

The Contractor shall provide all necessary services to assure the safety and protection of tunnel facility occupants, and protect real and personal property against injury, molestation, loss or damage from any preventable cause including but not limited to fire, theft, trespass, vandalism and/or sabotage at job sites covered by this contract.

B. Service Quality

The Contractor shall provide Security Personnel willing and able to perform all duties as described in the RFP. The service includes full performance of all specified daily duties and responsibilities in the Contract:

1. Transit Tunnel – Section 5 and King County Metro Standard Operating Procedures for the Tunnel Manual.(Attachment O)
2. Other Transit Facilities – Section 5-3. 2 A. through H.
3. Other Users (Use Section 5-3 for the general guidelines)
4. CCTV Monitor personnel The personnel shall provide willing and able to perform all duties as described in this contract. The service includes full performance of all specified daily duties and responsibilities in Section 5 and Attachment N

C. Personnel Supervision

The Contractor shall provide on-site supervisory personnel to oversee security personnel and ensure quality of service.

D. Inspection Log

The Contractor shall provide evidence in the form of an inspection log, which documents the Contractor's supervisory visits to all security personnel assigned to the job sites covered by the Contract on a daily basis. Said inspections shall occur not less than once during each individual's shift

E. Security personnel Sign-in/Sign-out

The Contractor shall provide a document to be used by each security personnel to sign in on & off duty each shift worked. The design will be subject to King County approval.

F. Security Personnel Reference Manuals and Post Orders

The reference manuals shall contain:

- the names and contact telephone numbers of key King County Metro management staff, as furnished by the transit facility security chief, who shall be notified in case of problems related to the Security Personnel' area of responsibility
- a brief synopsis of King County Metro's emergency and non-emergency two-way radio and telephone policies and procedures.
- appropriate contact names and telephone numbers from the Contractor's operations and personnel sections for notification purposes.
- shall be kept up-to-date and are subject to approval by the King County Metro transit facilities security chief or his designee.

A second detailed Reference Manual shall be given to the transit facilities security chief for reference purposes.

1. Transit Tunnel. The Contractor shall maintain one of two detailed Security Guard Reference Manuals in the International District Station guardhouse located at the south end of the station's bus staging area.
 2. Other Transit Facilities & Other Users The Contractor shall maintain two sets of detailed Security Guard Post Orders (one each for each site) containing site-specific information on each facility identified in paragraphs 5-2.1 and 5-3.2 following. These Post Orders shall be kept up-to-date and are subject to approval by the King County Metro transit facilities security chief or his designee. If additional sites are added subsequent to the award of this contract, Post Orders for the site(s) will be developed and maintained by the Contractor and approved by the King County Metro transit facilities security chief or his designee. One complete set of Security Guard Post Orders shall be given to the transit facilities security chief for reference purposes.
 3. CCTV Monitor personnel The Contractor shall maintain one of two detailed CCTV Monitor Reference Manuals in the CCTV Monitoring Office located in the King County Metro Transit Employee Parking Garage located at 1000 6th Avenue South, Seattle.
- G. Two-Way Radio and Telephone Procedures Card (Transit Tunnel Facilities)
The Contractor shall provide a copy of the procedures referenced in immediately preceding Section F. to each and every security guard and CCTV Monitor personnel assigned to work under this Contract. This reference material shall be in the form of a wallet-sized card, and the Contractor shall ensure that this card is in the possession of on-duty personnel at all times.
- H. Standards of Conduct
The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity for all security Personnel assigned to the job sites, and shall also be responsible for taking such disciplinary action with respect to their employees as may be deemed necessary.
- I. Access Control Procedures (CCTV Monitor personnel only)
King County Metro Transit shall be responsible for providing the Contractor with access control cards for all CCTV Monitor personnel assigned to the CCTV Monitor Office. These cards shall be used by the CCTV Monitor personnel assigned to this position for access into and out of the parking garage facility.

Part 3. Modification of Assigned Duties (Security guard services & CCTV Monitor personnel)

In the event of an emergency condition requiring immediate attention, King County reserves the right to divert security personnel from their normally assigned duties to respond to the emergency, as directed by the transit facilities security chief or his designee or Other Users' designee.

Part 4. Health Care and Insurance (Security guard services & CCTV Monitor personnel)

- A. All security personnel assigned to King County Metro Transit facilities shall be covered by Workers' Compensation Insurance by the Contractor.
- B. Effective with actual employment, and after a thirty (30) day probation, the Contractor shall provide all security personnel assigned to King County Metro Transit facilities health care insurance under the terms and conditions of agreements between the Contractor and a private carrier.
- C. The Contractor shall maintain a \$10,000 group term life insurance policy for each employee assigned to King County Metro Transit facilities.
- D. The Contractor shall ensure that each employee assigned to King County Metro Transit facilities is covered by no less than:

1. \$500,000 general liability insurance; and
2. \$100,000 fidelity bond.

- E. Proof of health care, insurance and bonding requirements listed above shall be provided to King County Metro, upon request. Failure to provide this information upon request may be grounds for termination of this contract.

Part 5. Holiday Overtime Pay rate

- A. Security personnel will be paid an overtime rate for hours worked on all the listed holidays before:

Holidays	Transit Tunnel Facility	Other Transit Facilities				CCTV Monitoring Facility
		Component Supply Center	Bellevue Base	Federal Way P&R S. Federal Way P&R Kent-P&R Des Moines P&R Star Lake P&R	Bellevue Transit Center Northgate Transit Center	
New Year's Day	On-duty	On-duty	On-duty	No Service	No Service	On-duty
Martin Luther King Day	On-duty	No Service	No Service	On-duty	On-duty	On-duty
President's Day	On-duty	On-duty	On-duty	On-duty	On-duty	On-duty
Memorial Day	On-duty	On-duty	On-duty	No Service	No Service	On-duty
Independence Day	On-duty	On-duty	On-duty	No Service	No Service	On-duty
Labor Day	On-duty	On-duty	On-duty	No Service	No Service	On-duty
Veteran's Day	On-duty	No Service	No Service	On-duty	On-duty	On-duty
Thanksgiving Day	On-duty	On-duty	On-duty	No Service	No Service	On-duty
Day after Thanksgiving	On-duty	On-duty	On-duty	On-duty	On-duty	On-duty
Christmas Day	On-duty	On-duty	On-duty	No Service	No Service	On-duty

- B. The following holidays (or days in lieu thereof) shall be paid at an overtime rate in Exhibit B Pricing pages. Whenever any paid holiday falls upon a Saturday, the preceding Friday shall be recognized as the paid holiday. Whenever any paid holiday falls upon a Sunday, the following Monday shall be recognized as the paid holiday.
- C. To qualify for holiday pay, security personnel shall have been on the Contractor's payroll and assigned to the job sites under this contract for a period of thirty (30) consecutive calendar days.

Part 6. Contractor Qualifications

Note: See Questions in Section 7

- A. The Contractor has performed on Contracts of similar size and complexity.

- B. The Proposer shall have demonstrated that the firm has the ability to maintain a consistent number of regular, qualified security and CCTV Monitor personnel adequate to ensure continuous performance of the services outlined in this specification.
- C. The Proposer shall have demonstrated that the firm has the ability to dispatch supervisory personnel to resolve personnel problems and /or emergency situation at any given job site location within a one-hour limited time period during the hours security guard services and CCTV Monitor personnel are on site.

Part 7. Contract Administration

- A. No later than the 10th day of each month the Contractor shall provide King County with an updated list of all qualified security personnel and supervisory staff assigned to the job site.
- B. The updated list shall include:
 - 1. All Security personnel by full, legal name (last, first, middle initial); plus:
 - 2. Date of birth;
 - 3. Washington State driver's license number; and,
 - 4. Washington State security guard permit number and date of issue.

Failure to provide this information as per the requirements above shall be grounds for contract termination.
- C. King County Metro facilities security chief or his designee shall periodically conduct on-site inspections to determine the overall quality of contract performance, the job knowledge of individual security personnel, the effectiveness of training, the proper use of equipment, and the conduct and appearance of security personnel.
- D. All security personnel assigned to King County Metro Transit worksites must have a valid State of Washington permit issued and in hand before the individual may be assigned to a King County job site.

Part 8. Additional Services

- A. When requested by King County other agencies, the Contractor shall provide additional security guard coverage. Notification and response time limits are as follows:
 - 1. With a minimum of four (4) hours notice, provide a maximum of five (5) security guards at designated job sites;
 - 2. With a minimum of twelve (12) hours notice, provide a maximum of ten (10) security guards at designated job sites; and
 - 3. Guard - With a minimum of twenty-four (24) hours notice, provide a maximum of twenty (20) security guards at designated job sites.
 - 4. CCTV Monitor - With a minimum of twenty-four (24) hours notice, provide a maximum of one (1) additional CCTV Monitor at the CCTV Monitoring Office.
- B. Security Personnel referenced in above paragraph A. shall be paid at overtime rate for first 48-hour period. Guard shift hours worked thereafter shall be paid at the regular hourly contracted pay rate.
- C. The initial shift, covered in B. above, will be billed (at a minimum) as an eight-hour overtime shift. The eight-hour minimum applies only to the initial shift covered in B above. Work thereafter will be at shift lengths determined by King County, or other users of the Contract

6.2 Contractor's Duties and Responsibilities

A. Employee Assignments

1. The Contractor shall assign Security Personnel and supervisory staff to the job sites subject to the requirements of this Proposal and resulting Contract.
2. The Contractor shall submit written notification of changes to Security Personnel and supervisory schedules to the King County transit facilities security chief or his designee no less than five (5) working days prior to the effective date of the change.
3. In the event of employee illness or other emergency prior to the start of shift, the Contractor shall be allowed to make immediate, temporary changes to the Security Personnel and/or supervisory schedules. Such temporary changes shall be fully documented in writing and a copy submitted with the invoice for the billing period affected.
4. In the event of employee illness during a shift, the Security Personnel shall contact his supervisor for assistance.
 - a. Transit Tunnel - In the event of a major illness the security guard shall notify the tunnel control center for assistance.
 - b. Other transit facilities - In the event of a major illness and if physically possible, the Security Personnel shall notify emergency services by dialing E911.
 - c. Other Users - In the event of a major illness and if physically possible, the Security Personnel shall notify emergency services by dialing E911, or other such arrangements determined by the using agency(ies).
5. A Security Personnel who becomes ill shall not leave his post until relieved by an authorized King County Metro employee, authorized agent of King County, or the Security Personnel's supervisor, except in the case of an extreme emergency or life-threatening situation.
6. King County reserves the right to deny facility access, without further explanation, to any individual employed by the Contractor.

B. Protection of King County Metro Property

The Contractor shall be responsible to ensure that security personnel do not disturb desk surfaces, desk drawers, storage compartments, tool cabinets and other office, maintenance and/or repair equipment, or use King County telephones except as authorized by King County elsewhere in this specification.

Transit Tunnel - The Contractor shall be responsible for ensuring that all tunnel facility entry doors are locked and secured, and that no unauthorized individuals enter or remain within the facility during hours of closure.

Other transit facilities Other Locations- Other Users- The Contractor shall be responsible to ensure that security personnel guard and protect King County customers / other customers, and their personal property when said customers enter and remain on King County property / or other Users property. The Contractor shall be responsible for ensuring that all entry doors are locked and secured, and that no unauthorized individuals enter or remain within the transit facility during hours of closure.

C. Security Records

1. Tunnel - The Contractor shall ensure that security guards shall travel prescribed routes throughout the tunnel facility, including plazas, station mezzanines, station platforms and tunnel sections between stations, as established by King County Metro (see Tunnel SOP Attachment O.)

D. Deviations From Prescribed Routes

1. King County Metro authorizes Security Personnel to deviate from prescribed routes and schedules whenever unusual conditions or circumstances so dictate.
2. The Contractor shall ensure that all Security Personnel' variations and deviations from prescribed routes and schedules, and the reasons therefore, shall be recorded on the guards' log sheet and submitted for review by the facilities security chief or his designee.

E. Reporting Procedures

The Contractor shall ensure that Security Personnel report, in writing on the guards' log sheet all unusual conditions and/or items found in disrepair throughout the job sites covered by the Contract during each Security Personnel's shift.

1. Transit Tunnel - Dependent upon the situation certain conditions shall require, in addition to the written report, immediate notification by two-way radio or tunnel facility telephone to the King County Metro tunnel control center. King County Metro tunnel control will ensure continued notification of all applicable parties. Appropriate situational definitions and emergency procedures and policy shall be provided to the Contractor after award of contract.

F. Key Control

The Contractor shall ensure that Security Personnel understand the policies and procedures for the receipt, control and turn-in of assigned keys for job site's on each individual guard shift.

1. Transit Tunnel - Key control policies and procedures are described in the Tunnel SOP Attachment O.

G. Emergency Assistance

Transit Tunnel - The Contractor shall ensure that security guards, in accordance with tunnel facility emergency policies and procedures (as referenced in Attachment O) summon assistance by use of the two-way radio and/or appropriate tunnel facility emergency telephone.

All Other locations The Contractor shall ensure that Security Personnel summon assistance by telephone should the need arise.

H. Use of Firearms or Other Offensive or Defensive Weapons

1. The Contractor shall ensure that Security Personnel and supervisory employees do not carry firearms while within and/or on upon King County property, whether on- or off-duty.
2. This prohibition shall also include any other device or item which can be considered to be an offensive or defensive weapon, including but not limited to knives, saps, mace, pepper spray, nightsticks, collapsible and tactical batons, stun guns, Tasers, etc.
3. The Contractor shall indemnify and hold King County harmless from any personal injury or property damage caused by his employees in violation of the above paragraphs.

6.3 Security Personnel and Guard Supervisor Requirements

Any Security Personnel that fails any of the requirements in the Proposal may at the King County discretion be deemed to be unacceptable and may not be assigned to any of the job sites covered by this Contract. The Contractor when presented with notice of unacceptable personnel will immediately ensure that substitute Security Personnel are assigned to the job site at no additional cost to King County. Security Personnel found unacceptable by King County will not be paid for. Unacceptable Security Personnel will fall under Section 4.17 Liquidated Damages for Failure to Fulfill Manpower Requirement.

Some of these requirements are included as question in Section 7 Proposer's Experience and Reliability questions.

The following 23 requirements cover responsibilities that the Contractor must meet when assigning Security Personnel to job sites covered by this Contract. When ever the term Security personnel is used it also covers the Contractors Supervisory personnel.

- A. Security personnel shall be physically able to perform the assigned duties and responsibilities of the position as described.
 - 1. Climbing up, standing on and climbing down guard surveillance platforms at selected Park & Ride Lot facilities;
 - 2. Walking up and down stairs; and,
 - 3. Walking considerable distances while monitoring the job sites.
- B. The Contractor shall ensure that Security personnel shall be fully trained, experienced, qualified, and certified to be capable of performing the duties and responsibilities as detailed in this specification.
- C. The Contractor shall ensure that Security personnel shall be a citizen of the United States or a resident alien, and must be over 21 years of age at the time of employment.
- D. The Contractor shall perform thorough background investigations on security personnel.
- E. The Contractor shall ensure that Security personnel shall have no record of felony convictions.
- F. The Contractor shall ensure that Security personnel shall be literate to the extent of reading and understanding printed rules, regulations, written orders and instructions, training materials, and policies and procedures. Security personnel shall also be able to compose readable and understandable reports, which convey complete information.
CCTV Monitor personnel shall also be able to compose readable and understandable reports, which convey complete information. Lastly, CCTV Monitor personnel shall have a good grasp of the English language, and be able to converse in a clear and concise manner with emergency response personnel and King County Metro Transit management staff.
- G. The Contractor shall ensure that Security personnel shall have in their possession a valid Private Security Guard License issued by the State of Washington Department of Licensing, Business and Professions Division as per the requirements of RCW 18.170 and WAC 308-18. This license must be carried at all times when the Contractor's security personnel, including supervisory personnel, are assigned to the job site.
- H. The Contractor shall ensure that Security personnel will have in their possession a valid driver's license issued by the State of Washington Department of Licensing
- I. The Contractor shall ensure that Security personnel shall possess the capability to acquire a good working knowledge of all duty and responsibility requirements contained herein or by reference.
- J. The Contractor shall ensure that Security personnel shall possess the following minimum physical and mental capabilities:
 - 1. Sufficient color perception to distinguish primary colors (red, blue and yellow;)
 - 2. Ability to use both eyes with far vision correctable to 20/40, and near vision correctable to 13 – 16 inches (Jaeger 1-3;)
 - 3. Average hearing loss not in excess of 20 decibels (dB) and frequencies from 500 – 3000 cycles per second (cps). Use of a hearing aid is acceptable, providing the device is in good working order and is in operation during the hours the Security Personnel is on duty; and,

4. The full range of use of fingers, both hands, and both legs, the ability for rapid mental and muscular coordination simultaneously, and the ability to climb a ladder and perform other similar activities. CCTV monitors additionally have ability for rapid mental & muscular coordination simultaneously.
- K. The Contractor shall ensure that the conduct and behavior of Security personnel is beyond reproach.
- L. The Contractor shall ensure that Security personnel are cooperative and able to work in harmony with one another and with other King County employees.
- M. The Contractor shall ensure that security personnel are courteous, polite and considerate of others and their needs.
- N. The Contractor shall ensure that security personnel give undivided attention to their duties and given responsibilities. Long, unnecessary conversations with other individuals shall be avoided.
- O. The Contractor shall ensure that security personnel do not read, write or study while on duty, except as may be required in connection with their duties and responsibilities.
- P. The Contractor shall ensure that security personnel wear a uniform as referenced in paragraph 6-4.C. The Security Personnel uniform shall be clean, pressed and in good repair. The Contractor shall ensure that while on duty in the job sites covered by this Contract, Security Personnel, including supervisory personnel, wear a complete uniform at all times.
- Q. The Contractor shall ensure that security personnel do not smoke or use other forms of tobacco products. Smoking and the use of other forms of tobacco products are not allowed in job sites covered by this Contract.
- R. The Contractor shall ensure that security personnel remain awake and alert at all times. The Contractor shall take appropriate disciplinary action in the event a Security Personnel in the tunnel facility is found asleep at his post by supervisory personnel or King County Metro staff.
- S. The Contractor shall ensure that security personnel neither use nor have in their possession intoxicants and/or controlled substances on the Job sites. The odor of intoxicants and/or controlled substances on or about the Contractor's security and supervisory personnel while on duty in Job sites covered by this Contract shall cause the Contractor to immediately remove the individual from the Job sites. Removal of security personnel under these circumstances shall be cause for action under Section 6-2 Security Personnel inclusive.
- T. The Contractor shall ensure that security personnel Contract carry out all lawful orders issued by the transit facilities security chief or his designee, authorized King County Metro staff, tunnel controller, or law enforcement personnel. Failure to carry out a lawful order issued by authorized King County Metro staff or law enforcement personnel shall be considered insubordination and the Contractor, upon notification, shall immediately remove the individual from the tunnel facility. Removal of security personnel under these circumstances shall be cause for action under Section 6-2 Security Personnel inclusive..
- U. The Contractor shall ensure that security personnel do not exhibit abusive behavior nor make inappropriate remarks toward others. Contractor personnel exhibiting abusive behavior or personnel who make inappropriate remarks shall be considered insubordinate and the Contractor, upon notification, shall immediately remove the individual from the tunnel facility. Removal of security personnel under these circumstances shall be cause for action under Section 6-2 Security Personnel inclusive.

- V. The Contractor shall ensure that security personnel obey the instructions listed in the:
 - 1. Transit Tunnel - Security Guard SOP in Attachment O. Failure to comply with the SOP instructions shall constitute an offense requiring the Contractor's immediate attention.
 - 2. Other Transit Facilities and Other King County facilities – As shown in the Security Guard Post Orders. Failure to comply with the Security Guard Post Orders shall constitute an offense requiring the Contractor's immediate attention.
 - 3. CCTV Monitors The Contractor shall insure that CCTV monitors personnel obey instructions listed in Attachment N in this Contract.
- W. The Contractor shall ensure that Security Personnel shall have in their possession a valid Private Security Guard License issued by the State of Washington Department of Licensing, Business and Professions Division as per the requirements of RCW 18.170 and WAC 308-18. This license must be carried at all times when the Contractor's Security Personnel are assigned to King County Metro Transit jobsites.
- X. Property Accountability All property furnished by King County Metro under this contract shall remain the property of King County Metro, and shall not be removed from the job sites without prior authorization from the transit facilities security chief or his designee.
- Y. Property Liability: Unless otherwise provided for in this specification, the Contractor assumes the risk of, and shall be responsible for any loss of or damage to King County Metro-furnished property in his possession, or in the possession of his agents and/or employees, except for reasonable wear and tear, and to the extent that such property is consumed in the performance of the contract

6.4 Contractor Training Requirements and Uniforms

A. General Training

Some of these requirements are included in Section 7 Proposer's Experience and Reliability questions. Here the points are requirements, in Section 6.2. The Proposer is to answer how these requirements will be met in Section 7.

The Contractor shall certify to the King County Transit facilities security chief or his designee the satisfactory completion of the following general training prior to any Security Personnel being assigned to job sites covered by this Contract:

- 1. General orientation of the Tunnel facility, CCTV Monitoring office and other pertinent locations at the employee Parking Garage, 1000 6th Ave. South, Seattle, WA. and all other Job sites at Contractor's expense;
- 2. Attachment O, attached herein, which governs the Contractor's responsibilities for providing protective guard services for King County Metro Tunnel. These protective guard Security Personnel duties and responsibilities as prescribed by King County;
- 3. Contractor's Security Personnel orders, and attitude and conduct orientation;
- 4. Knowledge of Security Personnel' limit of authority;
- 5. Employee relations and relations with King County and other personnel;
- 6. Knowledge of King County Metro Transit bus operations, facilities maintenance, emergency response radio communications protocol, and other transit related procedures; and where it applies King County operations and operations at Other agencies.
- 7. Knowledge and use of King County -supplied equipment (if supplied); and,
- 8. Knowledge of appropriate job site security forms, report formats and report writing.

9. CCTV Monitors: Knowledge of King County Metro Transit emergency response radio communications protocol, and other transit related procedures; and where it applies, King County Metro Transit operations

B. Safety Training

1. The Contractor shall train all Security Personnel assigned to job sites covered by this Contract on prescribed safety precautions. At the option of King County, the agency shall perform prescribed safety training for security personnel at no cost to the Contractor.
2. The Contractor shall also ensure that all Security Personnel assigned to the job sites covered by this Contract have been trained and certified in CPR. Security personnel shall carry their CPR certification card on their person when on duty.

C. Uniforms and Badges

1. Uniforms - King County Metro-approved uniforms for all Security Personnel assigned to transit facilities shall be provided by the Contractor. Full and complete uniforms shall be worn by security personnel at all times when engaged in the performance of their duties and responsibilities as per the contract.
2. Badges - Contractor's supervisory personnel wearing non-uniform clothing who enter upon King County Metro property shall have an appropriate identification card or badge attached to their outer clothing in a readily visible manner.

6.5 Specific Requirements by Location

Part 1. Transit Tunnel

- A. Each coverage period during Transit Tunnel closure requires no less than two (2) Security Guards. Prior to going on shift, each security guard shall be required to collect:
 1. Log sheets and other operational forms;
 2. Tunnel key set; and
 3. Portable two-way radio.
- B. These specifications detail the conditions and standard operating procedures (SOP – Attachment services shall be specifically provided for the Downtown Seattle Transit Tunnel (hereinafter “tunnel facility”).)
- C. Security guards shall report to the International District Station (hereinafter “IDS”) guard-house before starting their shift. At the end of each shift each security guard shall turn in keys, two-way radio and completed log sheets at the IDS guardhouse.
- D. Security guard services shall be required during the hours the tunnel facility is closed to the public as specified in the SOP.
- E. Tunnel Equipment
 1. An appropriate number of tunnel key-sets shall be furnished by King County Metro. Lock/unlock procedures shall be found in the SOP.
 2. An appropriate number of two-way portable radios and belt holsters, and a battery charger shall be furnished by King County Metro. Please refer to SOP for radio operating instructions.
 3. **Two** electrically-powered golf carts to facilitate security guard mobility shall be furnished by King County Metro. It shall be the security guards' responsibility to ensure that the vehicles are parked correctly and that electrical cables for re-charging batteries are attached prior to the tunnel facility's opening each weekday.

4. A guard house, located at the south end of the IDS staging area shall be used by security personnel (and supervisory personnel) assigned to the tunnel facility as a central work and reporting area. The guard house is equipped with 120 vac power and a telephone.

Part 2. Other King County Metro Transit Facilities

- A. Security Personnel duties and responsibilities shall be to guard the particular facility by constantly moving around and through the general area as delineated by the facility's perimeter, and to observe and report any illegal or seemingly illegal activity directly to the local authorities via telephone to E911. Specific duties and responsibilities inherent to a particular site are provided in paragraphs 6-3.A through H. above.
- B. Each Security Personnel shall be equipped with all necessary forms, keys and communications device (if provided by the Contractor) prior to going on shift. At the end of each shift each Security Personnel shall be required to turn in forms, keys and communication device (if supplied) at a location selected by the Contractor.
- C. Security Personnel services shall be required during the hours indicated in paragraphs 6-3..A through H. above. Each specific location shall require at least one (1) Security Personnel providing continuous coverage during the hours of coverage.
- D. Location / Schedule / Description of Facility / Duties and Responsibilities
 1. **Bellevue Base**
 - 1790 124th Ave NE, Bellevue, Washington
 - **36 hours** per week
 - Friday, 1800 hours through and including Monday 0600 hours (6 hrs + 24 hrs + 6 hrs = 36 hrs)
 - Transit operating base, shut down during the weekend
 - Guard shall ensure that there is no unauthorized entry during hours of closure.
 2. **Component Supply Center (at South Base)**
 - 12100 East Marginal Way, Tukwila, Washington
 - **31 hours** per week
 - Friday, 2300 hours, through and including Monday, 0600 hours (1 hr + 24 hrs + 6 hrs = 31 hrs)
 - Vehicle maintenance warehouse and office building
 - Guard shall ensure that there is no unauthorized entry during hours of closure
 3. **Bellevue Transit Center**
 - 10850 NE 6th St, Bellevue, Washington
 - **70 hours** per week
 - Weekdays, 0930 hours, through and including 1430 hours (5 hrs x 5 days = 25 hrs); 1800 hours, through and including 2100 hours (3 hrs x 5 days = 15 hrs)
 - Saturdays, 0600 hours, through and including 2100 hours (= 15 hrs)
 - Sundays, 0600 hours, through and including 2100 hours (= 15 hrs)
 - Transit center (a facility where a number of bus route converge for passenger transfers)
 - Guard shall continually patrol the passenger waiting area and assist those wishing access to the public toilet

4. **Federal Way Transit Center and Park & Ride Lot**
 - 32320 23rd Ave S, Federal Way, Washington (includes Transit Center)
 - **65 hours** per week
 - Weekdays, 0500 hours, through and including 1800 hours (13 hrs x 5 days = 65 hrs)
 - Combination Park & Ride Lot (transit customer parking area) and transit center
 - Guard shall continually patrol the parking lot and shall perform facility surveillance from the guard platform installed at that location
5. **Northgate Transit Center and Park & Ride Lot**
 - 10200 1st Ave NE, Seattle, Washington
 - **70 hours** per week
 - Weekdays, 0930 hours, through and including 1430 hours (5 hrs x 5 days = 25 hrs); 1800 hours, through and including 2100 hours (3 hrs x 5 days = 15 hrs)
 - Saturdays, 0600 hours, through and including 2100 hours (= 15 hrs)
 - Sundays, 0600 hours, through and including 2100 hours (= 15 hrs)
 - Transit center (a facility where a number of bus route converge for passenger transfers)
 - Guard shall continually patrol the passenger waiting area and assist those wishing access to the public toilet, and patrol the attached parking lot
6. **Kent-Des Moines Park & Ride Lot,**
 - 23405 Military Rd S, Kent, Washington
 - **65 hours** per week
 - Weekdays, 0500 hours, through and including 1800 hours (13 hrs x 5 days = 65 hrs)
 - Park & Ride Lot consisting of two parts
 - Guard shall continually patrol both parking lots
7. **South Federal Way Park & Ride Lot,**
 - 901 S 348th St, Federal Way, Washington
 - **65 hours** per week
 - Weekdays, 0500 hours, through and including 1800 hours (13 hrs x 5 days = 65 hrs)
 - Park & Ride Lot
 - Guard shall continually patrol the parking lot
8. **Star Lake Park & Ride Lot,**
 - 27015 26th Ave S, Kent, Washington
 - **65 hours** per week
 - Weekdays, 0500 hours, through and including 1800 hours (13 hrs x 5 day = 65 hrs)
 - Park & Ride Lot
 - Guard shall continually patrol the parking lot, and shall perform facility surveillance from the guard platform installed at that location

9. **Eastgate Parking Garage**

- 14200 SE Eastgate Way, Bellevue, Washington
- **168 hours** per week
- 24 hour coverage, seven days per week (24 hrs x 7 days = 168 hrs)
- Guard shall continually patrol the parking garage, and shall perform facility surveillance from the security office located on the first floor of the garage

10. **Employee Parking Garage**

- 1000 6th Avenue South, Seattle, Washington
- **168 hours** per week
- 24 hour coverage, seven days per week (24 hrs x 7 days = 168 hrs)
- Guard shall continually patrol the parking garage, and shall perform facility surveillance from the security office located on the first floor of the garage

Part 3. CCTV Monitor Office

A. Prior to going on shift the County will issue the CCTV Monitor:

1. Log sheets and other operational forms;
2. Portable two-way radio.

B. King County Metro Transit-Supplied Equipment

1. CCTV Monitoring equipment, controls and operating software.
2. Panic alarm monitoring equipment (including elevator alarm outputs), controls and operating software.
3. Access control monitoring equipment, controls and operating software.
4. Fire, burglar and duress alarm outputs (to be activated at some time in the future.)

7 SECTION - PROPOSAL QUESTIONS

Proposer's Experience and Reliability

Experience and reliability of the Proposer are considered in the evaluation process. Therefore, the Proposer is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this proposal.

7.1 REFERENCES

The Proposer must provide reference information related to previous and current contracts, which are considered similar to the requirements of this Proposal.

- A. Name, address and telephone number of contracting agency and a contract person who may be contacted for verification of all data submitted.
- B. Dates of the Contract and contract dollar value.
- C. A brief, written description of the specific services performed and requirements thereof.

The Proposer shall submit evidence that the firm has performed on Contracts of similar size and complexity for minimum of:

- D. (3) three Security Guard contracts with (1) one current Security Guard Contract.
- E. (1) one CCTV monitoring contract .

7.2 COMPANY INFORMATION

- A. How long has Proposer been in the security services business?
- B. Please list all other types of businesses in which the Proposer is involved (either under the same name or with the same principals.)
- C. Is the firm Public or Private
- D. Proposers number of employees
 - 1. Total number including management
 - 2. Number of security guards only
 - 3. Number of CCTV Monitoring personnel only
- E. Is the firm licensed to do business in the State of Washington? Does the firm hold other licenses?
- F. Provide copy of the most recent audited statement, from the firm signing the Proposal.
- G. If the company was involved in any claims, please explain the circumstances and how the claims were resolved.
- H. Specify the individual to contact in the event that King County has additional questions.

7.3 PERSONNEL Proposed for Work under this Contract

In this contract a security guard or a CCTV monitor is counted as one person at one job site, for one shift.

- A. Performance requirements - the Proposer shall explain how they will maintain a consistent number of regular, qualified personnel adequate to ensure continuous performance of the services outlined in this RFP.
- B. Supervisory requirements - the Proposer shall explain how they will dispatch supervisory personnel to resolve personnel problems and/or emergency situations at any facility covered by this Contract during the hours security personnel are on job site.
- C. Supervisory Ratio - What is the Proposer's ratio of field supervisors to security personnel by job sites/postings? If the ratio of supervisors changes from time of day please indicated appropriately.
- D. Supervisory Ratio - What is the Proposer's ratio of field supervisors to security personnel? If the ratio of supervisors changes from time of day please indicated appropriately.
- E. What is the Proposers policy regarding missed assignments (i.e., how do you know if an assignment is unfilled; and, how is that information reported back to King County?)
- F. What benefits does the Proposer provide to their security personnel?
- G. In the event of an emergency how quickly can the Proposer field replacement a security personnel to a new assignment

7.4 PERSONNEL TRAINING

- A. What is the Proposer's security guard and CCTV monitor training policy?
- B. What is the Proposer's retaining policy and under what circumstances is it utilized?

7.5 PERSONNEL EVALUATION

- A. Describe the Proposers personnel employee evaluation process to ensure that the security personnel sent to the job site can meet the minimum requirements following:
 - 1. Climbing up, standing on and climbing down guard surveillance platforms at selected Park & Ride Lot facilities;
 - 2. Walking up and down stairs; and,
 - 3. Walking considerable distances while monitoring other job sites covered by this Contract.
- B. Describe how the Proposer ensures that the security personnel (including supervisory personnel) assigned to job sites covered by the Contract are citizens of the United States or are resident aliens, and over 21 years of age at the time of employment.
- C. Describe how the Proposer will ensure that all security personnel assigned to the job sites covered by this Contract have been trained and certified in CPR.
- D. Describe how the Proposer will perform thorough background investigations on security personnel (including supervisory personnel) assigned to the job sites, including Proposer assurance that personnel have no record of felony convictions.
- E. Describe how the Proposer will establish that security personnel (including supervisory personnel) assigned to job sites by the Contractor shall be literate to the extent of reading and understanding printed rules, regulations, written orders and instructions, training materials, and policies and

procedures. And describe how the security personnel are tested for composing readable and understandable reports, which convey complete information.

- F. Describe to what skill level the CCTV monitor has been trained.
- G. Describe how the Proposer will perform the following 'ability testing' for security personnel (including supervisory personnel) assigned to job sites covered by the Contract:
 - 1. Sufficient color perception to distinguish primary colors (red, blue and yellow;)
 - 2. Ability to use both eyes with far vision correctable to 20/40, and near vision correctable to 13 – 16 inches (Jaeger 1-3;)
 - 3. Average hearing loss not in excess of 20 decibels (dB) and frequencies from 500 – 3000 cycles per second (cps). Use of a hearing aid is acceptable, providing the device is in good working order and is in operation during the hours the Security Personnel is on duty; and,
 - 4. The full range of use of fingers, both hands, and both legs, the ability for rapid mental and muscular coordination simultaneously, and the ability to climb a ladder and perform other similar activities.

**SECURITY GUARD
STANDARD OPERATING PROCEDURES
FOR THE DOWNTOWN SEATTLE TRANSIT TUNNEL
IN EFFECT JUNE 4, 2005**

**REVISED BY
TRANSIT FACILITIES SECURITY
APRIL 5, 2005**

1. Introduction

The Downtown Seattle Transit Project tunnel is a underground 1.3 mile roadway, complete with five passenger stations. Transit service operating through this facility utilizes dual-powered buses, running on diesel power at street level, then switching to electrical power when entering the tunnel itself, and returning to diesel power when exiting the facility. The tunnel facility will operate weekdays only, starting Monday, June 6, 2005 through a date to be determined in September 2005. In September 2005 the tunnel facility will close for construction modification to accommodate Sound Transit light rail operation. The tunnel facility is scheduled to re-open sometime in 2007.

A. Goals and objectives

1. The goals of the tunnel security guard program are:
 - a. To ensure that two of the five stations are opened for transit operations in the morning and closed in the evenings at the end of tunnel operations in a timely manner and in accordance with the instructions below;
 - b. To ensure that the tunnel facility remains, after normal operating hours, a safe and secure place for Metro's employees; and,
 - c. That the facility itself is protected from unauthorized entry and illegal activities.
2. The tunnel security guard program objectives are as follows:
 - a. Open and close two of the five stations as per instructions below;
 - b. During operational hours, assist Metro staff and Metro Police Officer (MPO) teams, as required at two of the five stations;
 - c. Provide after-hours security services and report unauthorized entry, vandalism, and willful destruction of public (i.e., Metro) property throughout the facility; and,
 - d. As directed by the Tunnel Control, investigate intrusion alarms, fire alarms and CCTV observations that occur after regular operating hours throughout the facility.

B. Tunnel characteristics

1. The two end stations, International District Station and Convention Place Station have bus loading platforms at the surface level and main plazas at street level.
2. The three interior stations, Westlake Station, University Street Station and Pioneer Square Station have bus loading platforms, mid-level mezzanines, and street-level entrances.
3. Westlake Station's mezzanine runs the length of the station; University Street and Pioneer Square Stations have split mezzanines at either end of their stations.
4. Numerous escalators and elevators service each station. They run from street to mezzanine and from mezzanine to platform level at the three interior stations. They operate between the street or plaza level and the platform areas directly at the two end stations.
5. Each station has multiple entrances with most street-level entry doorways utilizing electrically operated roll-down grilles (Westlake Station also has electrically operated roll-down grilles closing off the entryways from the mezzanine to the platform areas). The other station entry doorways consist of wrought iron swing and slider gates, secured by padlocks.
6. Please remember that much of the tunnel facility is under closed-circuit television (CCTV) surveillance at all times. Your activities may be recorded on videotape.

2. Hours of operation (in effect July 2005 through September 25, 2005)

NOTE: Tunnel security will be covered by Sound Transit after September 25, 2005)

A. Tunnel (operating hours)

	Tunnel Facility	Westlake Station Mezzanine
Weekdays	0500 hours to 1900 hours	0930 hours to 2000 hours ¹
Saturday	Closed	0930 hours to 1900 hours ¹
Sunday	Closed	1100 hours to 1800 hours ¹

¹ Hours may vary slightly during summer months, and changes may occur without prior notice at other times

Summary	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Open	0500	0500	0500	0500	0500	n/a	n/a
Close	1900	1900	1900	1900	1900	n/a	n/a
Total hours	14	14	14	14	14	0	0

B. Guard Staffing ²

Supervisor & Guard	Supervisor	Guard	Supervisor & Guard
Out of service @	In service @	In service @	Out of service @
0600 hours Monday	1800 hours Monday	1800 hours Monday	0600 hours Tuesday
0600 hours Tuesday	1800 hours Tuesday	1800 hours Tuesday	0600 hours Wednesday
0600 hours Wednesday	1800 hours Wednesday	1800 hours Wednesday	0600 hours Thursday
0600 hours Thursday	1800 hours Thursday	1800 hours Thursday	0600 hours Friday
0600 hours Friday	1800 hours Friday	1800 hours Friday	0600 hours Monday

² Operating hours subject to change without notice

Summary		Mon	Tue	Wed	Thu	Fri	Sat	Sun	
Supervisor	Start	0000	0000	0000	0000	0000	0000	0000	
And guard	End	<u>0600</u>	<u>0600</u>	<u>0600</u>	<u>0600</u>	<u>0600</u>	<u>2400</u>	<u>2400</u>	
Sub-total hrs		12	12	12	12	12	48	48	
Supervisor	Start	1800	1800	1800	1800	1800	n/a	n/a	
And guard	End	<u>2400</u>	<u>2400</u>	<u>2400</u>	<u>2400</u>	<u>2400</u>	<u>n/a</u>	<u>n/a</u>	
Sub-total hrs		12	12	12	12	12	0	0	
Total all hours		24	24	24	24	24	48	48	216 hrs wk

3. Specific facility information

A. International District Station (IDS)

1. This station, located at the southern end of the tunnel is bounded by the Union Pacific train station on the west and Fifth Avenue South on the east, and by South Jackson Street on the north and Airport Way South to the south.
2. IDS has an extremely large street-level plaza, with many benches and planters, and a number of pergola-type structures which afford shelter during inclement weather. Street people occasionally attempt to make this plaza a gathering place. It shall be contingent upon local law enforcement to ensure that the plaza areas remain clear of all violators of municipal code during non-operational hours.
3. The four entrance structures on the plaza, which enclose escalators, elevators and the stairways leading to the platform areas are constructed of glass-covered ornamental ironwork and utilize electrically operated roll-down grilles. In the event of a power outage, these grilles can be closed manually.
4. The platform level consists of a bus staging area and two customer-boarding platforms, one on either side of the tunnel roadway, and served by two plaza-level escalators, one elevator, and two stairwells each.

B. Pioneer Square Station (PSS)

1. This station is located below Third Avenue between Yesler Way and Cherry Street, and has three access points: the Prefontaine Place entrance structure, two entrance structures in front of the Public Safety Building, and the Lyons Building entrance located on the north side of Cherry Street just west of Third Avenue.
2. The Prefontaine street-level entrance structure provides access to the PSS south mezzanine and utilizes ornamental iron slider gates secured by padlocks at its west end. The east end of the surface structure houses a street-to-mezzanine elevator, which is protected by a locking ornamental ironwork gate. This entrance location is a gathering place for street people.

3. The Public Safety Building street-level entrance consists of two distinct structures, one on either side of the building's main entrance, both with ornamental swing gates and secured by padlocks. The northern-most structure houses two escalators; the southern-most structure houses an elevator and a stairwell. Both structures provide access to the PSS north mezzanine.
4. The Lyons Building street-level entrance provides access to the PSS north mezzanine, and consists of an electrically operated roll-down grille and ornamental ironwork swing gates.
5. The PSS platform level consists of two customer boarding/alighting platforms, one on either side of the tunnel roadway. The platforms are served by two escalators and two stairways (one from each mezzanine, at either end of each platform). In addition, several elevators provide service between the mezzanines and the platforms.
6. An emergency stairwell with fire door and unauthorized access alarm is located mid-way along each platform. These stairwells terminate at street level by way of a spring-loaded access panel built flush with the sidewalk surface.

C. University Street Station (USS)

1. This station is located beneath Third Avenue between Seneca Street and Union Street, and has three access points: the Washington Mutual Tower entrance located at the southeast corner of Third Avenue and Seneca Street, the Cobb Building parking garage entrance located on the northeast corner of Third Avenue and University Street, and the Benaroya Music Hall entrance which leads out to Second Avenue at University Street (and when the Music Hall is open to the public, via elevators to Third Avenue and University Street.)
2. The Washington Mutual Building street-level entrance accesses the USS south mezzanine and is secured by electrically operated roll-down grilles.
3. The Cobb Building street-level entrance utilizes escalators and a stairway to access the USS north mezzanine. The entrance is secured by an electrically operated roll-down grille.
4. The Benaroya Music Hall entrance, which serves the USS north mezzanine, is secured by an electrical roll-down grille located in the tunnel connecting the mezzanine with Benaroya's Second Avenue and University Street plaza. At this writing, the electrically operated roll-down grilles at the plaza entrance must be operated by Benaroya security personnel.
5. The USS platform level consists of two customer boarding/alighting platforms, one on either side of the tunnel roadway. The platforms are served by two escalators and two stairways (one from each mezzanine, at either end of each platform). In addition, several elevators provide service between the mezzanines and the platforms.
6. An emergency stairwell with fire door and unauthorized access alarm is located mid-way along each platform. These stairwells terminate at street level by way of a spring-loaded access panel built flush with the sidewalk surface.

D. Westlake Station (WLS)

1. This station is located beneath Pine Street between Third Avenue and Fifth Avenue and has six street-level access points to its mezzanine.
2. The Century Square street-level entrance is located on the south side of Pine Street mid-block between Third Avenue and Fourth Avenue; the Century Square street-level elevator structure is located just east of the main Century Square entrance.
3. The Macy's street-level entrance is located on the north side Pine Street mid-block between Third Avenue and Fourth Avenue; the Macy's street-level elevator entrance is located just east of the main Macy's entrance.
4. The Nordstrom street-level entrance is located on the north side of Pine Street mid-block between Fifth Avenue and Sixth Avenue; the Nordstrom street-level elevator entrance is located on the east side of Fifth Avenue just north of Pine Street.
5. The Monorail elevator entrance, which also serves the WLS mezzanine, is located on the west side of Fifth Avenue just north of Pine Street.

6. The Century Square street entrance, the Macy's street entrance and elevator entrance, and the Nordstrom street entrance are secured by electrically operated roll-down grilles. The Nordstrom street-level elevator entrance is secured by ornamental iron swing gates. The Century Square street-level elevator and the Monorail access elevator are secured by the elevator doors themselves.
 7. In addition, there are four retail business entrances with multiple doorways accessing the WLS mezzanine. They are: Macy's (west end of the mezzanine), the Westlake Center (middle of the mezzanine, north side), Coldwater Creek (slightly east and across the mezzanine from the Westlake Center) and Nordstrom (east end of the mezzanine) There are also emergency exit doors next to the Monorail-to-mezzanine elevator which access a stairway to street level. These doors are the responsibility of and are secured after hours by Westlake Center security personnel.
 8. Furthermore, on Saturday the WLS mezzanine opens at approximately 0930 hours, and remains open until 1900 hours. It is also open for a portion of the day on Sunday. The mezzanine, secured from the platform level, closes when the retail stores close.
 9. The WLS platform level consists of two customer boarding/alighting platforms, one on either side of the tunnel roadway. The platforms are served by four escalators and four stairways from the mezzanine. In addition, several elevators provide service between the mezzanines and the platforms.
 10. Emergency stairwells with fire door and unauthorized access alarm are located at the west end of each platform. These stairwells terminate at street level by way of a spring-loaded access panel built flush with the sidewalk surface.
- E. Convention Place Station (CPS)
1. This station, located at the northern terminus of the tunnel is bounded by Ninth Avenue on the west and Boren Avenue on the east, and by Olive Way on the north and Pine Street on the south.
 2. Although similar to IDS, CPS has a somewhat smaller street-level plaza, complete with many benches and planters. It shall be contingent upon local law enforcement to ensure that the plaza area remain clear of all violators of municipal code.
 3. The two entrance structures enclosing escalators, elevators and stairways leading to the platform areas are constructed of ornamental ironwork, as are the swing and slider gates, which secure the facility. Although difficult to accomplish, illegal entry is possible by climbing through the ironwork swing gates.
 4. The platform level consists of a bus staging area, four southbound customer boarding/alighting platforms, and one northbound platform, each served by a plaza-level escalator, an elevator, and a stairwell.
4. Tunnel security guard operations guidelines
- A. Guards shall carry a Metro-supplied two-way radio equipped with Metro operational frequencies with them at all times. Appropriate Metro radio procedure shall be used when operating on supervisory frequencies (please see radio operating instructions below).
 - B. Guards shall follow directions from proper authority (Tunnel Control; Seattle Police officers; MPOs; transit security management staff).
 - C. Guards shall investigate and report unusual and/or illegal activities.
 - D. Guards shall open and close the facility in accordance with the procedures set forth below.
5. Tunnel security guard assignment duties, responsibilities, & additional information
- A. Duties and responsibilities
 1. All shift assignments report to the IDS guard house. Guards shall obtain their station key rings, portable radios and log sheets at this location. Guards shall return station key rings, portable radios and log sheets to the IDS guardhouse.
 2. Guard supervisor (Metro 106) shall:
 - a. Provide access control for all individuals and/or vehicles entering the IDS gate into the tunnel facility after regular operating hours;
 - b. Log all individuals and /or vehicles "in" and "out" as appropriate;
 - c. Control the distribution and use of Metro portable radios and key rings provided by Metro; and,

- d. Open and close Pioneer Square Station as per the instructions below;
- e. Perform other duties as required.
- 3. Guard (Metro 105) shall:
 - a. Actively patrol facility, including both staging areas, all stations and tunnel tubes;
 - b. Open and close Westlake Station as per the instructions below;
 - c. Neither enter nor patrol the Westlake Station mezzanine when it is open to the public and the tunnel is closed; and,
 - d. Patrol Westlake Station when the mezzanine and tunnel are closed to the public, including street and elevator entrances. The mezzanine is accessible via roll-down grilles 301B, 302A or 302B.

B. Addition information

- 1. Friday, 1800 hours to Monday, 0500 hours
 - a. Metro 106 (IDS access control and PSS opening/closing – specific duties and responsibilities):
 - (1) 1800 hours Friday – On duty.
 - (2) 1800 hours to 1840 hours Friday – Access control.
 - (3) 1840 hours Friday, or when directed by Tunnel Control – Initiate closing procedures at PSS.
 - (a) Assist Metro Police Officers and Metro staff in clearing the station for closing.
 - (b) Close the two Lyon Building street-to-mezzanine swing gates, securing them with the attached drop-posts. [Gates 707A, 707B]. Do not lock these gates.
 - (c) Using the key provided, close the street-to-mezzanine roll-down grille at the Lyon Building. [Grille 707].
 - (d) Shut down the street-to-mezzanine escalator at the Lyon Building by using the “emergency stop” button. [Escalator 707].
 - (e) Using the key provided, close and lock the swing gate at the Public Safety Building north street-to-mezzanine escalator entrance. [Gate 706].
 - (f) Shut down the street-to-mezzanine escalator pair at the Public Safety Building by using the “emergency stop” button. [Escalators 705, 706].
 - (g) Using the key provided, close and lock the swing gate at the Public Safety Building south street-to-mezzanine stairway entrance. [Gate 705].
 - (h) Shut down street-to-mezzanine elevator 705 at the Public Safety Building entrance, using the key provided, positioning it at the mezzanine level. Note: the four platform-to-mezzanine elevators shall be left in operational mode [Elevators 701, 702, 703, 704].
 - (i) Using the key provided, close and lock the six street-to-mezzanine slider gate panels at the Prefontaine Place entrance. [Gates 709A, 709B, 709C, 709D, 709E, 709F].
 - (j) Shut down the street-to-mezzanine elevator 706 at Prefontaine Place entrance, using the key provided, positioning it at the mezzanine level. Shut and lock swing gate at street level. Note: the four platform-to-mezzanine elevators shall be left in operational mode [Elevators 701, 702, 703, 704].
 - (k) Shut down the street-to-mezzanine escalator at Prefontaine Place entrance by using the “emergency stop” button. [Escalator 709].
 - (l) Shut down the four platform-to-mezzanine escalators by using the “emergency stop” button. [Escalators 701, 702, 703, 704].
 - (m) After completing the above tasks, inform the Tunnel Control by portable radio that Pioneer Square station is “locked down”.
 - (4) 1900 hours Friday to 0440 hours Monday– Access control.
 - (5) 0440 hours Monday, or when directed by Tunnel Control – Initiate opening procedures at PSS.
 - (a) Using the key provided, start the four platform-to-mezzanine escalators in the “up” position, or as directed by Metro staff. [Escalators 701, 702, 703, 704]. Inoperable escalators shall be reported to the Tunnel Control immediately.

- (b) Inspect the four platform-to-mezzanine elevators to ensure they are clean and operational. [Elevators 701, 702, 703, 704]. Unclean or inoperable elevators shall be reported to the Tunnel Control immediately.
- (c) Using the key provided, start the street-to-mezzanine escalators at the Public Safety Building entrance (from mezzanine, looking up at escalators, right side “up”; left side “down”). [Escalators 705, 706]. Inoperable escalators shall be reported to the Tunnel Control immediately.
- (d) Using the key provided, start elevator 705. Inoperable elevators shall be reported to the Tunnel Control immediately.
- (e) Using the key provided, unlock and open the street-to-mezzanine swing gate at the Public Safety Building north entrance. [Gate 706].
- (f) Using the key provided, unlock and open the street-to-mezzanine swing gate at the Public Safety Building south entrance. [Gate 705].
- (g) Using the key provided, unlock the street-to-mezzanine escalator at the Lyon Building in the “up” direction, or as directed by Metro staff. [Escalator 707]. Inoperable escalators shall be reported to the Tunnel Control immediately.
- (h) Using the key provided, unlock and open the street-to-mezzanine roll-down grille at the Lyon Building. [Grille 707].
- (i) Using the key provided, unlock and open the two street-to-mezzanine swing gates at the Lyon Building entrance. [Gates 707A, 707B].
- (j) Using the key provided, start escalator 709 at Prefontaine Place entrance [Escalator 709]. Inoperable escalators shall be reported to the Tunnel Control immediately.
- (k) Using the key provided, start elevator 706 at Prefontaine Place entrance and unlock swing gate at street level [Elevator 706]. Unclean or inoperable elevators shall be reported to the Tunnel Control immediately.
- (l) Using the key provided, unlock and open the six street-to-mezzanine slider gate panels at Prefontaine Place entrance. [Gates 709A, 709B, 709C, 709D, 709E, 709F].
- (m) After completing the above tasks, inform the Tunnel Control via portable radio that Pioneer Square station is “open and operational”.
- (n) All procedures listed above must be completed prior to 0500 hours.
- (6) 0500 hours to 0600 hours Monday– Access control.
- (7) 0600 hours Monday– Off duty.
- b. Metro 105 (Facility patrol and WLS opening/closing – specific duties and responsibilities):
 - (1) 1800 hours Friday – On duty
 - (2) 1800 hours to 1840 hours Friday – Access control.
 - (3) 1840 hours Friday, or when directed by Tunnel Control – Initiate closing procedures at WLS.
 - (a) Assist Metro Police Officers and Metro staff in clearing the station platforms for closing.
 - (b) Using the key provided, close the six platform-to-mezzanine roll-down grilles. [Grilles 301A, 301B, 302A, 302B, 303, 304].
 - (c) Shut down the four platform-to-mezzanine escalators by using the “emergency stop” button. [Escalators 301, 302, 303, 304].
 - (d) Shut down the four platform-to-mezzanine elevators using the key provided positioning them at the platform level. [Elevators 301, 302, 303, 304].
 - (e) Using the key provided, close the four street-to-mezzanine roll-down grilles. [Grilles 305, 305A, 306, 307].
 - (f) Using the key provided, close and lock the street level ornamental ironwork swing gate in front of elevator 307. [Gate 307A].
 - (g) Shut down the twelve street-to-mezzanine escalators by using the “emergency stop” button. [Escalators 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316].

- (h) Shut down street-to-mezzanine elevator 306, using the key provided, positioning it at the mezzanine level. [Elevator 306]. Note: elevators 305 and 307 shall be left in operational mode as they are protected by locked grilles/gates.
- (i) Using the key provided, lock the six Macy's store basement doors. [Doors M50, M51, M52, M53, M54, M55].
- (j) Using the key provided, lock the eight Westlake Center store basement doors. [Doors M60, M61, M62, M63, M64, M65, M66, M67].
- (k) Using the key provided, lock the two Coldwater Creek store doors [Doors M70, M71].
- (l) Using the key provided, lock the two Nordstrom basement store doors. [Doors M82, M83].
- (m) Ensure that the two emergency exit doors leading to the Monorail platform have been closed and locked by Westlake Center security personnel. [Doors M90, M91] Note: if doors are found unlocked, contact the Tunnel Control immediately.
- (n) After completing the above tasks, inform the Tunnel Control via portable radio that Westlake Station, including the mezzanine, is "locked down".
- (4) 1900 hours Friday to 0440 hours Monday– Patrol facility.
- (5) 0440 hours Monday, or when directed by Tunnel Control – Initiate opening procedures at WLS mezzanine.
 - (a) Using the key provided, unlock and open the street level ornamental ironwork swing gate in front of elevator 307. [Gate 307A].
 - (b) Using the key provided, start all street-to-mezzanine escalators (from mezzanine, looking up at escalators, right side "up"; left side "down"). [Escalators 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316]. Inoperable escalators shall be reported to the Tunnel Control immediately.
 - (c) Using the key provided, unlock the two Nordstrom basement doors. [Doors M82, M83].
 - (d) Using the key provided, unlock the two Coldwater Creek store doors. [Doors M70, M71].
 - (e) Using the key provided, unlock the eight Westlake Center basement doors. [Doors M60, M61, M62, M63, M64, M65, M66, M67].
 - (f) Using the key provided, unlock the six Macy's basement doors. [Doors M50, M51, M52, M53, M54, M55].
 - (g) Any of the retail store basement doors that are found to be unlocked on the store side (excluding Westlake Center doors) shall be reported to Tunnel Control immediately.
 - (h) Using the key provided, start elevator 306. Inspect elevators 306 and 307 to ensure they are clean and operational. Unclean or inoperable elevators shall be reported to the Tunnel Control immediately.
 - (i) Using the key provided, open the four street-to-mezzanine roll-down grilles. [Grilles 305, 305A, 306, 307].
 - (j) After completing the above tasks, inform the Tunnel Control via portable radio that the Westlake Station mezzanine is "open and operational".
 - (k) Return to platform level. Ensure that all platform-to-mezzanine roll-down grilles are closed and the platform-to-mezzanine elevators are shut down.
 - (l) All procedures listed above must be completed prior to 0500 hours.
- (6) 0440 hours Monday, or when directed by Tunnel Control – Initiate opening procedures for WLS platform.
 - (a) Using the key provided, start the four platform-to-mezzanine escalators in the "up" direction, or as directed by Metro staff. [Escalators 301, 302, 303, 304]. Inoperable escalators shall be reported to the Tunnel Control immediately.
 - (b) Using the key provided, start the four platform-to-mezzanine elevators. [Elevators 301, 302, 303, 304]. Unclean or inoperable elevators shall be reported to the Tunnel Control immediately.

- (c) Using the key provided, open the six platform-to-mezzanine roll-down grilles. [Grilles 301A, 301B, 302A, 302B, 303, 304].
 - (d) After completing the above tasks, inform the Tunnel Control via portable radio that the Westlake Station platform is “open and operational”.
 - (e) All procedures listed above must be completed prior to 0500 hours.
- (7) Monday 0500 hours to 0600 hours– Access control.
Monday 0600– Off duty.
Monday, 1800 hours to Tuesday, 0600 hours;
Tuesday, 1800 hours to Wednesday, 0600 hours;
Wednesday, 1800 hours to Thursday, 0600 hours;
Thursday 1800 hours to Friday, 0600 hours
- a. Metro 106 (IDS access control and PSS opening/closing – specific duties and responsibilities):
 - (1) 1800 hours, Monday (Tuesday/Wednesday/Thursday) – On duty.
 - (2) 1800 hours to 1840 hours Monday (Tuesday/Wednesday/Thursday) – Access control.
 - (3) 1840 hours Monday (Tuesday/Wednesday/Thursday), or when directed by Tunnel Control – Initiate closing procedures at PSS. Follow instructions outlined in paragraphs V.B.1.a.(3)(a) through and including V.B.1.a.(3)(m) above.
 - (4) 1900 hours Monday (Tuesday/Wednesday/Thursday) to 0500 hours Tuesday (Wednesday/Thursday/Friday) – Access control.
 - (5) 0440 hours on Tuesday (Wednesday/Thursday/Friday), or when directed by Tunnel Control – Initiate opening procedures at PSS. Follow instructions outlined in paragraphs V.B.1.a.(5)(a) through and including V.B.1.a.(5)(n) above.
 - (6) 0515 hours to 0600 hours Tuesday (Wednesday/Thursday/Friday) – Access control.
 - (7) Off duty at 0600 hours Tuesday (Wednesday/Thursday/Friday)
- b. Metro 105 (Facility patrol and WLS opening/closing – specific duties and responsibilities):
 - (1) 1800 hours, Monday (Tuesday/Wednesday/Thursday) – On duty.
 - (2) 1800 hours to 1840 hours Monday (Tuesday/Wednesday/Thursday) – Access control.
 - (3) 1840 hours Monday (Tuesday/Wednesday/Thursday), or when directed by Tunnel Control – Initiate closing procedures. Follow instructions outlined in paragraphs V.B.1.b.(3)(a) through and including V.B.1.b.(3)(n) above.
 - (4) 1900 hours Monday (Tuesday/Wednesday/Thursday) to 0500 hours Tuesday (Wednesday/Thursday/Friday) Patrol facility.
 - (5) 0440 hours Tuesday (Wednesday/Thursday/Friday), or when directed by Tunnel Control – Initiate opening procedures at WLS. Follow instructions outlined in paragraphs V.B.2.b.(11)(a) through and including V.B.2.b.(11)(n) above.
 - (6) 0515 hours to 0600 hours Tuesday (Wednesday/Thursday/Friday) – Access control.
 - (7) 0600 hours Tuesday (Wednesday/Thursday/Friday) – Off duty.

6. Portable radio operation and procedure

A. Operation

Each tunnel security guard shall carry a Metro Transit-supplied portable two-way radio. All communications between security guards and the Tunnel Control shall be on Channel 7 (“SUP 7”).

- 1. The OFF-ON slide-switch located on the battery pack controls power to the radio. When turned “ON” an audible “click” is heard and a light yellow square shows beneath the OFF-ON switch.
- 2. The VOL control sets the receive audio level. Adjust the audio level by depressing the rocker switch in either position to “step” the volume up or down.
- 3. The CHAN control selects transmit/receive channels. Set you radio to Channel 7 (“SUP 7”).
- 4. Indicators (as shown on LCD display)
 - a. TX – Transmit indicator. Displayed whenever push-to-talk button is pressed.

- b. BSY – Channel busy indicator. Displayed whenever the selected channel is being received or in use.
 - c. BAT – Low battery indicator. Displayed whenever battery pack is discharged and requires re-charging.
- 5. Alert Tones
 - a. Carrier control tone – This function releases the transmit key if the user exceeds 30 seconds of continuous transmission and produces a continuous beeping tone in the speaker until the PTT is released. Releasing the PTT resets the timer.
 - b. Continuous warning – An audio alert tone will be heard from the speaker as a warning to the user that a failure associated with the selected channel or radio has occurred. A failure of the frequency synthesizer to lock on frequency or incorrect channel data will cause the alarm to sound and inhibit the transmit mode
 - c. Low battery warning – Two beeps sound when BAT indicator goes on.
- B. Transit radio procedures -
 Metro's standard radio procedures for tunnel security guard operations are as follows. Tunnel security guards shall:
 - 1. Inform Tunnel Control of your on-duty status: "*Tunnel Control, Metro one-oh-five is ten-one*" ["10-1" = "in service"].
 - 2. Inform Tunnel Control of your impending off-duty status prior to leaving the facility: "*Tunnel Control, Metro one-oh-six is ten-three*" ["10-3" = "out of service"].
 - 3. Answer calls from Tunnel Control promptly, identifying yourself by call sign and providing your exact location in the facility as part of your initial response: "*Tunnel Control, this is Metro one-oh-five. I'm at CPS*".
 - 4. Clear all calls dispatched by Tunnel Control. Provide the final disposition (and action taken, if any) when clearing the call.
 - 5. Inform Tunnel Control if, for any reason, you must leave the facility during your assignment. Inform Tunnel Control when you return to your assigned post. All on-duty absences shall be verified by management and an explanation provided to Metro with that period's invoice.
- 7. Tunnel cart operation.
 Metro provides three battery-powered golf-cart-type vehicles for the security guards' use. These carts are parked adjacent to the security guard house at the IDS staging area.
 - A. Guards shall operate the carts in a safe manner. The vehicles are not toys; they are provided for the guards' use and to facilitate their movement throughout the facility.
 - B. Seat belts shall be worn at all times when carts are in operation.
 - C. Headlights and marker beacons shall be in the "on" position when carts are in operation.
 - D. Cart batteries shall be recharged after every use. Battery charging equipment is provided for that purpose.
 - E. Cart and other equipment deficiencies shall be reported to Tunnel Control.
- 8. Security guardhouse.
 A security guardhouse is provided for the guards' use at the IDS staging area.
 - A. The guardhouse shall be locked whenever it is unoccupied, even during duty hours (lock shall be provided by contractor).
 - B. There shall be no smoking in the guardhouse.
 - C. Television sets are not allowed in the guardhouse or its immediate surroundings.
- 9. Addenda
 - A. Under no circumstances shall bicycles or other similar types of wheeled vehicles be used by security guards for patrol purposes.
 - B. Privately owned vehicle parking is not permitted at IDS. However, parking for security guards' privately owned vehicles (POVs) is provided in the Employee Parking Garage, 1000 6th Avenue South at no charge.
 - C. There shall be no smoking in the tunnel stations. Smoking is allowed outside the guardhouse at the extreme south end of IDS.

ATTACHMENT N CCTV Monitor Office Operating Procedures

1. Introduction

The CCTV Monitor position is responsible for the monitoring and control of digital closed circuit television (CCTV) surveillance equipment and panic alarm station voice communications equipment, and emergency telephone communications equipment in elevators, all located at the King County Metro **Transit Employee Parking Garage** (1000 6th Avenue South, Seattle, WA). By mid-2005 this position will also be responsible for the monitoring and control of digital CCTV surveillance equipment and panic alarm station voice communications equipment, and emergency telephone communications equipment in elevators, located at the King County Metro Transit **Eastgate Parking Garage** (14200 SE Eastgate Way, Bellevue, WA).
2. Primary job duties and responsibilities
 - A. Monitor real-time CCTV camera equipment in the King County Metro Transit parking garages listed above. Performs active video surveillance in those facilities as time permits. Uses camera controls to enhance recorded video data. Responds to video alarms involving suspicious and illegal activity as follows:

Public safety issues: King County Sheriff's Office dispatch center (206 296-3311), followed by the King County Metro Transit Police office (206 684-2762).
 - B. Monitor panic alarm events in the King County Metro Transit parking garages listed above. Evaluates and assesses panic alarm activations. Ascertains the validity of alarms received, and determines the appropriate response based on information provided by the alarm initiator. Responds to panic alarm events as follows:
 1. Public safety issues: King County Sheriff's Office dispatch center (206 296-3311), followed by the King County Metro Transit Police office (206 684-2762).
 2. Facilities maintenance issues: (appropriate contact info as contained in post orders)
 3. Customer service issues: King County Metro Transit sales and customer service section (206 553-3060).
 - C. Monitor emergency telephone communications in elevators from the King County Metro Transit parking garages as listed above. Respond to emergency incidents and parking garage elevator failure events as follows:
 1. Public safety issues: King County Sheriff's Office dispatch center (206 296-3311), followed by the King County Metro Transit Police office (206 684-2762).
 2. Equipment maintenance issues: (appropriate contact info as contained in post orders).
3. Parking Garage characteristics
 - A. Both parking garages have five parking levels and two patron elevators.
 - B. Both parking garages have CCTV cameras and panic alarm stations installed throughout the facilities.
 - C. Specifics of individual parking garage facilities:
 1. King County Metro Transit **Employee Parking Garage**
 - No employee parking on the first floor; employee parking is authorized on floors two through five.
 - King County Metro Transit non-revenue ("C"- exempt licensed) vehicles may park on the first floor; King County Metro Transit Police vehicles shall park in the gated enclosure on the west side of the first floor.
 - There are two vehicle entrance/exits. The north entrance is for King County Metro Transit non-revenue vehicles and King County Metro Transit Police vehicles. The south entrance is for employees and visitors.
 2. King County Metro Transit **Eastgate Parking Garage**
 - Patrons may park on any floor of this facility.
 - There are three vehicle entrance/exits: one on the first floor, one on the second floor, and one on the third floor.
4. Hours of operation

Both parking garage facilities are open 24 hours daily.

5. Portable radio operation and procedure

The CCTV Monitor shall be provided a Transit-supplied portable two-way radio. All radio communications between CCTV Monitoring personnel and Service Communications shall be on Channel 8.

- A. The OFF-ON slide-switch located on the battery pack controls power to the radio. When turned "ON" an audible "click" is heard and a light yellow square shows beneath the OFF-ON switch.
- B. The VOL control sets the received audio level. Adjust the audio level by depressing the rocker switch in either position to "step" the volume up or down.
- C. The CHAN control selects transmit/receive channels. Set your radio to Channel 8.
- D. Indicators (as shown on LCD display)
 - 1. TX – Transmit indicator. Displayed whenever push-to-talk button is pressed.
 - 2. BSY – Channel busy indicator. Displayed whenever the selected channel is being received or in use.
 - 3. BAT – Low battery indicator. Displayed whenever battery pack is discharged and requires re-charging.

6. Alert Tones

- 1. Carrier control tone – This function releases the transmit key if the user exceeds 30 seconds of continuous transmission and produces a continuous beeping tone in the speaker until the PTT is released. Releasing the PTT resets the timer.
- 2. Continuous warning – An audio alert tone will be heard from the speaker as a warning to the user that a failure associated with the selected channel or radio has occurred. A failure of the frequency synthesizer to lock on frequency or incorrect channel data will cause the alarm to sound and inhibit the transmit mode
- 3. Low battery warning – Two beeps sound when BAT indicator goes on.

Enclosure

RFP OPENING LABEL

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

U R G E N T – SEALED RFP ENCLOSED	
Do Not Delay – Deliver Immediately	
U R G E N T	 King County King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave., EXC-ES-0862 Seattle, WA 98104-1598
	RFP No. 05-031 PR
	RFP Title Security Personnel
	Due Date
	Vendor
U R G E N T	